DECLARATION
CREATING AND ESTABLISHING
A CONDOMINIUM PROPERTY REGIME *

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY

PARISH OF ORLEANS

1101 NAPOLEON, LLC

CITY OF NEW ORLEANS

FOR

CYPRÈS CONDOMINIUM

BE IT KNOWN, that dated to be effective this \Sday of \Q 2019;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED:

1101 NAPOLEON, LLC, a Louisiana Limited Liability Company, with its principal address located at 800 Baronne Street, New Orleans, LA 70113 which was represented by its Members, MICHAEL G. SHERMAN, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana; PETER AAMODT, a person of the full age of majority and resident of the Parish of Jefferson, State of Louisiana; and AVERY FORET, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana who declared to me, Notary, under oath,

("1101 NAPOLEON, LLC" is hereinafter referred to as "Declarant")

RECITALS:

WHEREAS, Declarant is the owner of that certain immovable property situated in the Sixth Municipal District of the City of New Orleans, State of Louisiana, on Square No. 289, and designated as Lot 1 and 2, with municipal address 1101 Napoleon Avenue, which property is described more particularly in EXHIBIT A attached hereto and made a part hereof;

WHEREAS, by this Condominium Declaration, Declarant intends to divide the Property into separate parcels of immovable or real property, which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a condominium property regime (hereinafter referred to as the "Condominium") to be known as the CYPRÈS CONDOMINIUM OWNERS ASSOCIATION, INC..

NOW, THEREFORE, Declarant, as owner of the property, described above and for the purposes set forth herein, hereby declares, on behalf of itself, its successors, assigns and grantees and their respective heirs, successors, assigns and grantees, as follows:

Chelsey Richard Napoleon CLERK OF CIVIL DISTRICT COURT INST #: 2019-29198 07/30/2019 10:08:54 AM TYPE: CONDO DEC 70 PG(S)

CIN#: 660541



ARTICLE I DEFINITIONS

As used in this Condominium Declaration or elsewhere in the Condominium Documents, or unless the context otherwise requires, the following terms shall have the definitions contained in the Louisiana Condominium Act (La. R.S. 9:1121.101, et seq.) unless modified, replaced, added or supplemented in this Article or elsewhere in this Condominium Declaration:

Act. The Louisiana Condominium Act (La. R.S. 9:1121.101, et seq.), as it may be amended.

Assessment. That portion of funds required for the payment of expenses, such as the cost of maintaining, operating, repairing, replacing, improving and managing the Condominium Property, that from time to time is assessed against and to be paid by all or some of the Unit Owners, as hereinafter provided.

Association. Cyprès Condominium Owners Association, Inc., a Louisiana non-profit corporation, which is the governing body of the Unit Owners and the entity responsible through its Board of Directors for the administration and operation of the Condominium Property.

Board. The Board of Directors of the Association.

<u>Building</u>. The improvements erected and/or to be erected by Declarant on the Property, and containing the Units and the Common Elements.

<u>Common Elements</u>. All that portion of the Condominium Property, whether movable or immovable, that is not contained within the boundaries of any of the individual Units and/or serves more than one (1) Unit, including, without limitation, the following:

- (a) The Land;
- (b) All stairwells and hallways, or portions thereof, except solely those stairwells and hallways, or portions thereof, situated within the boundaries of a Unit;
- (c) All foundations and structural components of any improvements constituting a portion of the Condominium Property including, without limitation, exterior walls, walls dividing Units, columns, beams, brackets, bridging, structural steel plates and connectors, roofs, gutters and downspouts;
- (d) All water, sanitary sewer, electric power, natural gas (if any), heating, ventilation, and air conditioning pipes, ducts, conduits, wiring, panels, lines, and/or other associated equipment, except to the extent any of the foregoing (i) is located entirely within a Unit and/or serves such Unit exclusively, or (ii) is owned by any third party and leased to Declarant, the Association, or a Unit Owner;
- (f) Any other portion of the Condominium Property not located in, or forming any part of, any of the Units, and either (i) desirably or rationally of common use or benefit; or (ii) necessary to the existence, maintenance, safety and security of the Condominium created by this Condominium Declaration.

Portions of the Common Elements may be further subdivided into various categories as defined herein, such as "Limited Common Elements" and "Special Limited Common Elements."

<u>Common Expenses</u>. The expenses for the operation, repair, replacement, improvement, management and maintenance of all or part of the Condominium Property, for which some or all of the Unit Owners are liable to the Association and which shall include, but are not limited to, the cost of:

- (a) Ad Valorem taxes or assessments and other taxes or assessments of a similar nature which may be levied against the Property and which are not levied against an individual Unit or Unit Owner;
- (b) Insurance, maintenance, management, operation, administration, repair and replacement of the Common Elements and those parts, if any, of the Units as to which, pursuant to other provisions hereof, the Association has such responsibility;
- (c) Utilities charges and maintenance or service charges incurred in the operation or maintenance of the Common Elements and not otherwise paid by individual Unit Owners;
- (d) Premiums for liability and casualty insurance carried by the Association for designated parts of the Condominium Property;
- (e) Costs of management and administration of the Association, including, without limitation, compensation paid by the Association to the Manager, accountants, attorneys, and other professional firms or employees;
 - (f) Reserves for replacement and repair of Common Elements;
- $\begin{tabular}{ll} (g) & The cost of maintaining, repairing and replacing any portion of the Property subject to the servitudes described in Section B of Article V hereof; \\ \end{tabular}$
- (h) Any other items described as Common Expenses in any of the Condominium Documents or the Act ; and
- (i) The cost of any other items the Association approves as Common Expenses, which in accordance with sound principles of property management is of a use or benefit to, or relates to the existence, maintenance, safety or security of, the Condominium.

Common Surplus. Excess of income of the Association over Common Expenses.

Condominium Declaration. This instrument.

<u>Condominium Documents.</u> This Condominium Declaration and the exhibits hereto annexed, as the same from time to time may be amended. Said exhibits, which are by this reference made a part of this Condominium Declaration, are as follows:

EXHIBIT A	Legal Description of Land
EXHIBIT B	Articles of Incorporation of Cyprès Condominium Owners Association, Inc.
EXHIBIT C	By-Laws of Cyprès Condominium Owners Association, Inc.
EXHIBIT D	Condominium Plans (with a written description delineating the precise boundaries of each Unit and limited common elements)
EXHIBIT E	Plat of Survey

EXHIBIT F

Unit Designation, Unit Owners Common Element

Percentage of Ownership, Share of Common Expenses, Voting Rights, and Initial Monthly Condominium

Association Assessment

EXHIBIT G

Initial Budget for Association

EXHIBIT H

Rules and Regulations for Cyprès Condominium Owners

Association, Inc.

<u>Condominium Parcel</u>. A Unit together with an undivided interest in the Common Elements set forth in **EXHIBIT F**, which is an inseparable component of each Unit.

<u>Condominium Plan</u>. The foundation, floor and elevation plans and drawings of the Building, and all appurtenances and amenities, attached hereto and designated as **EXHIBIT D**.

<u>Condominium Property</u>. All interest in (i) the Land, (ii) the Building and any other improvements or constructions on the Land, (iii) all other servitudes and rights appurtenant to any of the foregoing.

Declarant. 1101 Napoleon, LLC, its successors, assigns, and grantees.

<u>Initial Budget</u>. That certain budget attached hereto as **EXHIBIT G** and by this reference made a part hereof, covering the first year of the existence of the Condominium after the first sale of a Unit by Declarant to a third party.

Land. The parcel(s) of land described on EXHIBIT A.

Limited Common Elements. Any of the Common Elements exclusively serving one or more but less than all of the Units as an inseparable or essential appurtenance thereto or thereof, the enjoyment, benefit or use of which is reserved exclusively to the lawful Occupants of such Unit or Units, subject to any servitudes, restrictions and limitations contained herein or of record, and as provided for in this Condominium Declaration, the Plat of Survey and/or the Condominium Plans, or as provided for by the Board. The Limited Common Elements shall include, without limitation, any deck, porch, courtyards, a/c rooms, storage rooms reserved for exclusive use of a specific Unit or Units; hallways adjacent to or serving only one or more specific Unit or Units; any air handlers, compressors, condensers, pipes, ducts, electrical wiring and conduits not owned by third parties and not located within a Unit but serving only one or more, but less than all, of the Units, and any portions of perimeter walls, floors, and ceilings, doors, hardware, vestibules, windows, and entry ways and all associated fixtures and structures lying outside the boundaries of any specific Unit or Units but reserved to the exclusive use or benefit of one or more, but less than all, of the Units.

<u>Management Agreement</u>. Any agreement by and between the Association and the Manager or any other agreement then in effect, providing for the management of the Condominium Property.

<u>Manager</u>. The company or individual that provides the management of the Condominium Property.

<u>Mortgagee</u>. A person or legal entity holding a mortgage note secured by a first mortgage lien affecting a Condominium Parcel owned by a Unit Owner.

Occupant. Person or persons, whether or not a Unit Owner, in possession of all or part of a Unit.

<u>Plat of Survey</u>. Survey plat prepared by the Surveyor, showing the Land and the location of the improvements thereon, a copy of which is attached hereto as EXHIBIT E.

Property. Same as Condominium Property.

<u>Share</u> The portion or percentage attributed to each Unit Owner as provided in this Condominium Declaration for the purpose of computing interest in the Common Elements, the liability for Common Expenses, rights to Common Surplus, and voting rights in the Association.

Survey. Same as Plat of Survey.

<u>Unit</u>. Those parts of the Condominium Property which are situated within the Building and which are intended for independent use and occupancy and are subject to individual ownership. The Units are more specifically described in Article III hereinafter. A Unit shall also include such accessory rights and obligations as are hereinafter stipulated. There are 6 Units.

<u>Unit Owner</u>. The record owner or the owners in indivision of a Unit, who may be one or more natural persons, firms, corporations, partnerships, limited liability companies, associations, trust, or other legal entities, including without limitation the Declarant, capable of holding title to immovable property, whether one or more persons.

ARTICLE II DECLARATION CREATING CONDOMINIUM

The Condominium Property is hereby submitted to a condominium regime and from and after the date of the recording of this Condominium Declaration in the office of the Registrar of Conveyances for the Parish of Orleans, State of Louisiana, the Condominium Property shall be and continue to be subject to the Act, and to each and all of the terms hereof, until this Condominium Declaration is terminated and the Condominium Property withdrawn in accordance with the provisions of the Act and this Condominium Declaration. The Condominium Property is known as "Cyprès Condominium."

ARTICLE III UNITS

- 1. <u>Immovable Property</u>. Each Unit, together with an undivided interest in the Common Elements as hereinafter described, and all appurtenances to such Unit, shall for all purposes constitute a separate parcel of immovable property which may be owned, conveyed, transferred, and encumbered in the same manner as any other parcel of immovable property, independently of all other parts of the Condominium Property and subject only to the provisions of this Condominium Declaration.
- 2. <u>Unit Designation</u>. The 6 Units in the Building situated on the Condominium Property are delineated on the Condominium Plan and identified as Unit A, Unit B, Unit C, Unit D, Unit E and Unit F respectively. The Unit designations shall be considered the legal designation of the Units for purposes of describing any Unit and shall be so used in any sale, mortgage, or other instrument or Act conveying or transferring any interest or right in a Unit.
- 3. <u>Unit Ownership</u>. Ownership of a Unit shall include the following, and the same shall pass with each Unit as an inseparable component part of Unit ownership, whether or not separately described, conveyed, transferred or encumbered:

- (a) An undivided percentage interest in the Common Elements, subject to adjustments in such percentage interest, all as provided in this Condominium Declaration;
- (b) The exclusive right to use certain Common Elements, all as provided in this Condominium Declaration;
- (c) An obligation to pay a portion of the Common Expenses, as provided in this Condominium Declaration, and subject to the adjustments in such portion as provided in this Condominium Declaration;
- (d) An undivided percentage interest in the Common Surplus, subject to adjustments to such undivided percentage interest, all as provided in this Condominium Declaration;
- (e) Membership in the Association and all rights, privileges and obligations enuring therefrom, as provided in this Condominium Declaration;
- (f) All servitudes established pursuant to this Condominium Declaration for the benefit of the Unit; and
- (g) Such other interests, rights, and obligations as are provided in the Condominium Documents or by the Act.
- 4. <u>Unit Boundaries</u>. Each Unit shall be bound horizontally and vertically as shown and described on the Condominium Plans, subject to such servitudes and encroachments as exist now or are created by virtue of this Declaration, by construction, settlement, or movement of such building or by permissible repairs, construction, or alteration. The boundaries for each Unit are intended to be as follows:

(a) Boundaries.

(i) Units Vertical Boundaries.

- The lower vertical boundary of each Unit shall be the plane corresponding to the upper surface of the unfinished floor of the lowest level of each such Unit, as shown on the Building Plan.
- The upper vertical boundary of each Unit shall be the planes corresponding to the lower surface of the unfinished ceiling exposed to the inside of the upper floor of each such Unit.

(ii) Units Horizontal Boundaries.

The horizontal boundaries of each Unit shall be the planes corresponding to the outside face of the wood of the exterior walls. Where there is a window or door, the horizontal boundary shall be the plane corresponding to the inside face of the opening material (i.e., window, door, window frame, door frame, or glass).

(b) Improvements Included. Each Unit shall include, and accordingly the Unit Owner shall be responsible for the maintenance, repair and replacement of all space and improvements between the horizontal and vertical boundaries described above and as shown on the Condominium Plans, including all cabinetry, appliances, interior partitions and interior walls on each floor level, and stairways between levels within the same Unit, but the alteration of such interior partitions, ceiling, and floors of the Unit by Unit Owners and Occupants shall be subject to the restrictions contained in this Condominium Declaration.

Each Unit shall also include all electrical, gas, water, telephone, airconditioning, heating, and other utility and service equipment not owned by third parties and serving the particular Unit exclusively.

- (c) Actual Physical Boundary Controls. In interpreting deeds, mortgages and plans, the physical boundaries of a Unit constructed or reconstructed substantially in accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling or lateral movement of the Building and regardless of minor variances between the actual boundaries of the Building and the boundaries shown on the Condominium Plans or in any conveyance.
- (d) Alterations by Declarant. Notwithstanding any other provision of this Declaration or the Condominium Documents to the contrary, the Declarant does not reserve the right to construct and create additional Units nor Limited Common Elements or Common Elements beyond those described on the Condominium Plans.
- 5. Mortgages Affecting Units. Each Unit Owner shall have the right, subject to the provisions, servitudes and restrictions herein, to grant separate mortgages on his/her/its respective Unit, together with his/her/its Share of the Common Elements. No Unit Owner shall have the right or authority to make, create or cause to be made or created any mortgage or other lien on or affecting the Condominium Property or any part thereof, except on his/her/its own Unit and his/her/its Share of the Common Elements appurtenant thereto.
- 6. <u>Real Estate Taxes</u>. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his/her/its Unit and his/her/its corresponding Share in the Common Elements. If at any time such taxes or assessments shall not be separately assessed to each Unit Owner, but rather, shall be assessed on the Condominium Property as a whole, then each Unit Owner shall pay his/her/its proportionate share thereof in accordance with his/her/its Share and, in such event, such taxes or assessments shall be a Common Expense.
- 7. <u>Utilities.</u> Each Unit Owner shall pay, when due, all utility services, including, without limitation, electricity, gas, water, sewer, drainage, sanitation, telephone service, cable television and data or other communications or information service, if any, separately metered for, or otherwise billed to, such Unit Owner's Unit. As to any shared utility, the same shall be paid by the Association and incorporated into the budget and condominium fees paid by all Unit Owners. Each Unit Owner shall make such payments for separately metered utility services directly to the utility company or companies providing such utility service or directly to the Association if such utility services are not separately metered for, or billed to, the Units.
- 8. <u>Decorating.</u> Each Unit Owner shall furnish and be responsible for, at his/her/its own expense, all of the decorating within his/her/its own Unit and for Limited Common Elements serving his/her/its Unit exclusively, including, without limitation, special plumbing and electrical fixtures, painting, sheetrocking, wallpapering, washing, cleaning, paneling, floorcovering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Each Owner shall be responsible for, at his/her/its own expense, all of the decorating and improvements of his/her/its own Unit's courtyard, balconies, decks, porches, etc. The use of, and type of furnishings supplied by, Unit Owners for placement in or on the Limited Common Elements, shall be subject at all times to the Rules and Regulations of the Association. Similarly, the use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject at all times to the Rules and Regulations of the Association. Subject to the provisions of

this Condominium Declaration, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his/her/its Unit, and the surface of any courtyards, porches or decks constituting Limited Common Elements reserved for the sole use of the Occupants of such Unit, and such Unit Owner shall maintain said surfaces in good condition at his/her/its sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, and to any restrictions or servitudes currently of record or imposed hereby. The interior surface of all windows forming a part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall enclose any porch or deck adjacent to his/her/its Unit or decorate the porch or deck in any manner which conflicts with the Rules and Regulations of the Association or otherwise detracts from the overall appearance of the Buildings, in the sole discretion of the Association.

9. <u>Alterations, Additions and Improvements</u>. Any Unit Owner may make alterations, additions and improvements entirely within his/her/its own Unit without the prior written approval of the Association, provided he does not (i) make any improvements or alterations to his/her/its Unit that impair the structural integrity of the Building or any other Unit or any mechanical and/or other system contained therein, or lessen the structural support of any portion of any of the Building; (ii) impair the appearance or structure of the Common Elements, or (iii) change the exterior appearance of a Unit or any part of any of the Building. Any Unit Owner making such alterations shall be responsible for any damage to other Units or to the Common Elements as a result of any alterations, additions, or improvements made by such Unit Owner.

ARTICLE IV COMMON ELEMENTS

- Description. The Common Elements and the Limited Common Elements consist of those items set forth in the definition of those respective terms in Article I hereof.
- 2. <u>Limited Common Elements.</u> The Limited Common Elements are shown on the Condominium Plans and unless specifically indicated on the Condominium Plans, appurtenant to only one particular Unit, which Unit is the Unit so designated on the Condominium Plans as being adjacent to or otherwise enjoying the right to use such Limited Common Elements. By way of example without limitation, porch, deck, any yard, patio, or storage rooms adjacent to any particular Unit in the Building are Limited Common Elements appurtenant to those Units to which they are adjacent, as shown on the Condominium Plans.
- 3. <u>Parking Spaces</u>. There is no warranty as to the fitness of parking spaces on site.
- 4. Ownership, Transfer and Use of Common Elements. Ownership of each Unit shall include as a part of the Condominium Parcel comprising the Unit, ownership of an undivided percentage interest in the Common Elements. The Unit designation, interest attributable to each Unit in the Common Elements as well as the monthly Association Assessment shall be as shown on EXHIBIT F.

The right to use those Limited Common Elements which are reserved to a particular Unit or Units, as provided herein, shall also form part of the Condominium Parcel comprising that Unit and shall be an inseparable component part of the Unit and of ownership of the Unit. Any act effecting a transfer of a Unit shall also effect a transfer of the appurtenant rights to the designated Limited Common Elements reserved for the exclusive use of the Unit.

Except as otherwise limited by this Declaration or the Condominium Documents, each Owner shall have the right to use the Common Elements and the Limited Common Elements reserved for the use of his/her/its Unit for all purposes incident to the use and occupancy of his/her/its Unit and such other incidental uses as may be permitted by the Condominium Documents, which right shall be appurtenant to and an inseparable part of the Unit and pass with transfer of ownership of the Unit. No Unit Owner shall have the right to use any portion of the Common Elements forming a part of the Limited Common Elements reserved for the exclusive use of another Unit or Units, except to the extent that access to any portion of the Limited Common Elements may be necessary to perform maintenance or repairs to any Unit, to provide a means of egress in the event of emergency, to provide a means of egress and access to Common Elements (i.e. HVAC units on the Coliseum Street side) and as otherwise provided herein. Common Elements and/or the use thereof, including but not limited to Limited Common Elements and/or the use thereof, may not be transferred by any Unit Owner except as part of the transfer of the Condominium Parcel to which such Common Elements (or Limited Common Elements, as the case may be) are appurtenant.

- 5. <u>Declarant's Rights As to Common Facilities</u>. Notwithstanding anything contained in this Condominium Declaration to the contrary, and until Declarant is no longer the owner of any Units, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to (a) operate and promulgate rules relating to, and to maintain, repair, replace, improve or add to, at the expense of the Association as a Common Expense, any and all areas and facilities existing for the common use of the Condominium Property and/or (b) add new Common Elements or Limited Common Elements by amendment to this Declaration and/or (c) erect additional improvements or other constructions or make alterations to any Limited Common Elements not associated with a Unit that has been sold. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Section.
- 6. <u>Covenant Against Partition</u>. In order to effectuate the intent hereof and to preserve the Condominium Property and the condominium method of ownership, the Common Elements, including the Limited Common Elements, shall remain undivided, and no person, irrespective of the nature of his/her/its interest in the Common Elements, shall bring action or proceedings for partition or division of the Common Elements or any part thereof unless and until the Condominium Property is withdrawn from the condominium regime in accordance with the Act and the provisions of Article XV hereof.
- 7. Rules and Regulations. No person, including any Occupant of a Unit, shall use the Units or the Common Elements or any part thereof, including the Limited Common Elements, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as may from time to time be promulgated by the Association.
- 8. <u>Expenses of Maintenance</u>. Expenses incurred or to be incurred for the maintenance, repair, replacement, management, and operation of the Common Elements and for all public property required by law to be maintained by the adjacent property owner shall be collected from Unit Owners as assessed, in accordance with the provisions of Article XII hereof.
- 9. <u>Alterations and Improvements</u>. The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements, including alterations or improvements requested by one or more Unit Owners. Such alterations or improvements to the Common Elements must be approved by the Board. The costs of such approved alterations or improvements to the Common Elements shall be included in the Common Expenses and assessed to all Unit Owners in accordance with their percentage of liability for Common Expenses. Notwithstanding the

foregoing, and subject to Article XII, Section 3 below, the costs of alterations or improvements solely for the benefit of one or more Units shall be Common Expenses attributable specifically to such Unit(s) and shall be assessed only against the Owner of such Unit(s) in an equitable manner as determined by the Board, and the Board shall have the exclusive authority to determine those Units which benefit from such alterations or improvements.

10. <u>Shares of Unit Owners</u>. The Share of ownership of the Unit Owners in the Common Elements in Common Expenses shall be the percentage stated in **EXHIBIT** F.

Such Shares or percentages are generally based on the relative size of each of the Units, but do not necessarily reflect either an exact determination or relative size or the selling price or actual value of any such Unit, and no opinion, appraisal, market value, sale, or transaction at a price different from the initial sales price therefor shall be interpreted as requiring or permitting any change in the Shares assigned herein.

ARTICLE V SERVITUDES

- A. <u>Reciprocal Servitudes</u>. The following irrevocable servitudes are hereby granted from each Unit Owner to each other Unit Owner and to the Association.
 - 1. Maintenance, Repair and Replacement. Each Unit Owner grants servitudes or right of access through the Units, Common Elements and Limited Common Elements in favor of (i) the Association and its agents for maintenance, repair and replacement of the Common Elements, Limited Common Elements, and Units; and (ii) other Units Owners and their agents to the extent required for maintenance, repair and replacement of their Units. Use of these servitudes and rights of access to the Units, however, shall be limited to reasonable hours and as may be further provided in the Condominium Documents, except that access may be had at any time in case of emergency or where repairs are necessary to prevent damage to the Common Elements or another Units.
 - 2. <u>Structural Support</u>. A servitude of structural support for the benefit of the Common Elements and the Units and affecting any portion of a Unit which contributes to the structural support of the Building, which servitude of structural support shall prohibit any Unit Owner from performing any work or doing anything which would impair such servitudes.
 - 3. <u>Emergencies</u>. In the event of an emergency, each Unit Owner has a servitude of ingress, egress, passage and access through the Common Elements, and Limited Common Elements throughout the Condominium Property.
- B. <u>Servitudes Burdening Common Elements</u>. Irrevocable servitudes are hereby granted through the Common Elements (including Limited Common Elements) in favor of Declarant and the Association to install, maintain, repair, and replace any water mains and pipe, sewer lines, electrical, gas (if applicable), cable television, telephone data or other communications or information wires, lines, conduit and equipment, and other similar facilities serving any of the Units.
- C. <u>Power of Association and Declarant</u>. Declarant and the Association reserve the right from time to time to create servitudes in, around, under, and across the Condominium Property as may be necessary, required or appropriate in order to provide access, utilities, water, drainage, sewerage service, electricity, gas, cable television, telephone, data, other communications or information, and similar service, without the necessity of concurrence from any Unit Owner or Mortgagee thereof. The Association is also authorized to execute servitude agreements with suppliers or utility services, which servitude agreements shall contain such terms as the Association, in its

sole discretion, deems necessary or appropriate. The Declarant may execute such agreements on behalf of the Association, without the necessity of concurrence from the Association, for the period during which the Declarant owns all of the Units.

The Association is authorized to accept the benefit of any servitude on behalf of Unit Owners, and in connection therewith, to execute servitude agreements containing such terms as the Association, in its sole discretion, deems necessary or appropriate.

ARTICLE VI MAINTENANCE AND REPAIR

- Unit Repair and Maintenance. Each Unit Owner shall furnish and be responsible for, at his/her/its own expense, all of the maintenance, repairs, and replacements within his/her/its own Unit, excluding Common Elements, except to the extent the Association, believing it to be in the interest of the Association and a customary and routine expense, determines to provide maintenance of a Unit for a Unit Owner. In connection with such maintenance, repairs, and replacements, the Unit Owner shall not perform any work in or to the Unit which might impair the structural integrity or mechanical systems, lessen the support of any portion of the Condominium Property, or impair any servitude in favor of the Association or any Unit or Unit Owner, without first obtaining the written consent of the Association. Notwithstanding the foregoing, unless otherwise provided by the Association, all repairs and maintenance to any fixtures, equipment, devices, pipes, conduit, wiring, ductwork, or other similar items that serve or are connected with the plumbing, electrical, air conditioning/heater, cable television or telephone data, other communications or information, or alarm service, or other similar services or functions serving a Unit, whether located physically within or outside of a Unit, shall be performed by or through the Association, at the expense of the Unit Owner but subject at all times to the control of the Association, so as to assure uniformity of quality of work and preservation of the Common Elements.
- Common Elements Repair and Maintenance. The Association shall furnish maintenance, repair, and replacement of the Common Elements, the cost of which shall be paid by the Association as a Common Expense, subject to the rules and regulations of the Association; provided that maintenance, repairs and replacements of the Limited Common Elements benefiting one or more Units shall be assessed in whole to the respective Unit Owner(s) having the benefit or use thereof, unless the Association, believing it to be in the interest of the Association and a customary and routine expense, determines otherwise. The Association may direct Unit Owners who stand to be benefited by such maintenance, repairs and replacement of the Limited Common Elements to arrange for such maintenance, repairs or replacements in the name and for the account of such benefited Unit Owners, to pay the cost thereof with their own funds and to procure and deliver to the Association, on behalf of the Association, such lien waivers and contractor's, subcontractor's, and supplier's affidavits as may be required to protect the Condominium Property from all mechanics' or materialmen's lien claims that may arise from such maintenance, repairs or replacements.
- 3. Work Directed by Association. Whenever the Association shall determine, in its sole discretion, that maintenance, replacement or repair of any Unit is necessary to protect the Common Elements or the appearance or value of the Condominium Property or any other portion of any Buildings, the Association may cause written notice of the necessity for such maintenance, replacement or repair to be served upon the Unit Owner. If such Unit Owner fails or refuses to perform any such maintenance, replacement or repair within such reasonable time period stated in the notice (or any extension thereof approved by the Association), the Association may maintain, replace or repair or cause such maintenance, replacement and repair to be

performed at the expense of the Unit Owner, which expense shall be added to the Assessment against such Unit Owner.

- 4. Repairs Necessitated by Owner's Act or Neglect. If, due to the act or neglect of a Unit Owner, or of any Occupant, agent, servant, tenant, employee, family member, invitee or licensee of the Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or if, as a result of such act or neglect, maintenance, repairs, or replacements which would otherwise be a Common Expense are required, then the offending or responsible Unit Owner shall be liable and obligated to pay for all such damage, maintenance, repairs or replacements to the extent not covered by insurance obtained by the Association, and the Association shall have a right to lien such Owner's Unit to secure the payment of the same. Such damage for which such Unit Owner shall be responsible shall include any increase in fire or property insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances if there is a determination by the Association of willful neglect by the Unit Owner. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation.
- 5. Access. The authorized representatives of the Association shall be entitled to reasonable access to the individual Units, Common Elements, and Limited Common Elements as may be required in connection with the preservation or protection of any individual Units, Limited Common Element, or Common Element, or in connection with maintenance, repairs or replacements of Common Elements, Limited Common Elements or any equipment, facilities or fixtures or other property within the Units, or to make any alteration required by any governmental authority. In order to carry out the intent and purpose of this paragraph, there is specifically granted to the Association, and its authorized representatives, a servitude of passage, ingress and egress and use of, and through each of, the Units, Limited Common Elements, and Common Elements for maintenance, repair and/or replacement of all or part of the Units, Limited Common Elements and Common Elements. Use of these servitudes, however, for access to the individual Units shall be limited to reasonable hours, except that, in case of emergency, the Association, and authorized representatives may have access at any time.

ARTICLE VII USE RESTRICTIONS

In order to provide for the congenial occupation of the Buildings and for the protection of the values of each Unit, the use of the Condominium Property shall be in accordance with the following provisions:

- 1. <u>Units</u>. The Units in the Building owned by persons other than the Declarant shall be used principally as single family residences. Occupant(s) of such Units may use the Units as home offices or as an ancillary facility to a principal office located elsewhere, provided, however, that the principal use of the Unit shall be for residential purposes and the ancillary business use is permitted by the Comprehensive Zoning Ordinances of the City of New Orleans is a residential building.
- 2 <u>Nuisances</u>. No nuisances shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents or increases the rate of insurance or costs of maintenance of the Condominium Property.
- 3. <u>Lawful Use.</u> No offensive or unlawful use shall be made of the Condominium Property nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. With the exception of signs used by the Declarant in connection with initial sales and leasing of Units owned by Declarant, no signs of any type may be posted on any

portion of the Condominium Property, with the exception of a "For Rent" or "For Sale" subject to the Rules and Regulations of the Association. The responsibility of Unit Owners and the Association to comply with requirements of governmental bodies as to maintenance, modification, and repair of the Condominium Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Condominium Property subject to such requirements.

4. Rules and Regulations. The Association may promulgate rules and regulations concerning use of the entire Condominium Property, which rules and regulations shall be binding on all Unit Owners. Copies of such rules and regulations will be furnished to each Unit Owner or Occupant prior to the occupancy of a Unit or as the same become effective. The initial Rules and Regulations, which shall be deemed effective until amended by the Board or Manager are annexed hereto and made a part hereof as EXHIBIT H. Any amendment thereto shall be recorded in the Conveyance Office of Orleans Parish, Louisiana, as an amendment to said Exhibit. Subject to notice and opportunity for hearing, the Board may impose reasonable fines for violations of the Rules and Regulations.

ARTICLE VIII LEASES AND CONVEYANCES

Restrictions on Leases.

Any lease, assignment of lease or sublease of a Unit shall include a provision that the lessee or sublessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the rules and regulations of the Association.

Declarant shall not need Association approval to lease, assign any lease or sublease any Unit owned by it, however, Declarant shall not be entitled to lease any Unit it owns nor shall any lease term of any Unit owned by Declarant extend beyond a maximum term of thirty-six (36) months from the date of the sale of the first Unit.

- 2. Sale of Unit. Any sale of a Unit by a Unit Owner shall be subject to the requirements of the Act and in particular Section 1124.107 thereof. Prior to any such sale or the execution of a contract to sell any such Unit, or otherwise before conveyance, the Unit Owner or other person selling the Unit for such Unit Owner shall submit to the buyer the information required by law. The Association shall provide to any such Unit Owner electronic copies of all necessary documents and information which such Unit Owner may need in order to sell his/her/its Unit in accordance with the provisions of law.
- 3. <u>Assessments</u>. Except as may otherwise be provided in this Condominium Declaration, no Unit Owner shall voluntarily transfer, sell, convey, or mortgage his/her/its Unit unless or until he shall have paid in full any charges assessed against his/her/its Unit.

ARTICLE IX THE ASSOCIATION

1. The Association. There has been or will be formed the Association, as an Owners Association which shall be the governing body for the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Condominium, as provided in the Act, this Declaration and the By-Laws. The Board of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. There shall be not less than two (2), nor more than four (4) members of the Board of the Association. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall

not be deemed to be conducting a business of any kind. All activities and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association (the "Votes") shall be one hundred (100) and shall be divided among the respective Unit Owners Shares.

- 2. The Declarant. Until the earlier to occur of: (i) the first anniversary of the first sale of a Unit, or (ii) Declarant elects to transfer responsibility of governance to the Association, the Declarant shall have the right to exercise all powers, rights, duties, and functions of the Association. Effective on such date, responsibility for governance of the Condominium Property shall be transferred to the Association as provided elsewhere herein. The Declarant shall be entitled, however, to exercise all rights and privileges of a Unit Owner, including the right to cast the votes allocated to each Unit that it owns, with respect to the Association.
- 3. <u>Charter and By-Laws</u>. The Association is a nonprofit corporation organized on a non-stock basis under the Louisiana Nonprofit Corporation Law and in accordance with its Articles of Incorporation, a copy of which Association is annexed hereto as **EXHIBIT B**. The By-Laws of the Association shall be in the form attached as **EXHIBIT C** until such is amended in the manner therein provided.
- 4. <u>Duties and Powers of the Association.</u> Duties and powers of the Association shall be those set forth in the Act, this Condominium Declaration and the By-Laws, together with those reasonably implied to affect the purposes of the Association and this Condominium Declaration; provided, however, that if there are conflicts or inconsistencies between this Condominium Declaration and the By-Laws, the terms and provisions of this Condominium Declaration shall prevail. The Unit Owners covenant to vote in favor of such amendments to the By-Laws to remove such conflicts or inconsistencies.

In the event of any dispute between Unit Owners relating to the Condominium Property or the application or interpretation of any of the Condominium Documents, such dispute shall be submitted to the Board for resolution, and the decision of the Board shall be binding on each of such Unit Owners. If one of the Unit Owners raising such dispute is a Board Member, then said Board Member shall recuse himself/herself from the matter and the remaining Board Members shall decide.

The duties and powers of the Association shall be exercised in the manner provided by the By-Laws, and any duties or rights of the Association which were granted by or to be exercised in accordance with the provisions of this Condominium Declaration shall be so exercised.

5. Non-Liability of the Directors, Board, Officers and Declarant. Neither the directors or the officers of the Association nor Declarant shall be personally liable to the Unit Owners for a mistake of judgment or for any acts or omissions of any nature whatsoever except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud. The Unit Owners shall indemnify, hold harmless and defend each of the directors, officers, and/or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws, and the Association shall carry such insurance as the Board may prescribe to protect the directors, officers and Declarant under said indemnity.

ARTICLE X INSURANCE

The following provisions shall govern insurance coverage for the Condominium Property:

- Authority to Purchase. The Association shall purchase, for the benefit of
 the Unit Owners and their respective Mortgagees, as their interests may appear, all
 casualty and, if the Association determines to purchase flood insurance, flood insurance
 policies on the Condominium Property. The Association shall provide for the issuance
 of certificates of insurance to Mortgagees upon request.
- 2. <u>Coverage</u>. The Association shall at all times, to the extent reasonably available, maintain insurance as follows:
- Casualty insurance on the Condominium Property, including the Building and the Units and all other insurable improvements upon the land and all personal property owned by the Association and used in the management of the Condominium Property. Insurance for casualty loss applicable to the Condominium Property shall include coverage for all parts of the Building, whether or not defined elsewhere herein as forming a part of the individual Units. Such coverage shall extend to the walls, ceilings, and subfloor finish material of the Units, air-conditioning and heating equipment, electrical and water facilities and other utility services of the Unit but may exclude appliances, lighting fixtures, furniture, furnishings, floor and wall coverings and finishes and personal or movable property in the Units, or any Unit improvements or betterments installed or added by an individual Owner or Occupant. Such insurance shall be in an amount (after application of any deductibles) not less than one-hundred (100%) percent of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from such coverage, but without deduction of depreciation. The insurable value shall be determined by insurance appraisal of the Condominium Property obtained at least every five (5) years or more frequently, as may be required by the Association. Such coverage shall afford protection against all risks of direct physical loss commonly insured against, including:
- ${\bf i.} \qquad \text{Loss or damage by fire, and other hazards covered by the standard "extended coverage" endorsement;}$
- ii. Loss or damage by flood under standard coverage provided by the National Flood Insurance Program;
- iii. Such other risks as from time to time customarily shall be covered with respect to buildings similar to the Building in construction, location, and use, including, but not limited to, vandalism, malicious mischief, and windstorm damages.
- b. Comprehensive general liability insurance, including medical payments insurance, in such form and in such amounts as shall be required by the Association, but not less then \$1,000,000 per occurrence, including, but not limited to, coverage for all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements. All liability insurance shall contain crossliability endorsements to cover liabilities of the Unit Owners as a group to a particular Unit Owner.
- c. Workers' Compensation insurance as necessary to meet the requirements of law.

- d. Insurance covering such other risks and hazards as the Board may from time to time determine necessary to insure against.
- e. Directors' and officers' liability insurance to cover the acts of officers and directors of the Association elected by Unit Owners.
- 3. <u>Premiums</u>. All premiums upon insurance policies purchased by the Association shall be paid by the Association and shall constitute a portion of Common Expenses.
- 4. <u>Insurance Policies.</u> All insurance policies on the Condominium Property obtained and continued in effect by the Association for the benefit of the Unit Owners, as hereinabove provided, shall be written in the name of the Association, which shall act as trustee for each individual Unit Owner and his/her/its Mortgagee or lien holder, if any. The Unit Owners and their Mortgagees or lien holders shall be beneficiaries, even though not expressly named in the policies, in the Shares in which the Unit Owners have an interest in the Common Elements, as provided in Article IV hereinabove. Each policy shall contain a Louisiana standard mortgage clause in favor of each Mortgagee of the Unit and shall provide that any loss thereunder shall be payable to such Mortgagees as their interest may appear, subject, however, to general "loss payment" provisions in favor of the Association, as herein provided.

The Association shall be required to make every effort to secure insurance policies providing:

- (a) Waivers of subrogation by the insurer as to any and all claims against the Association, its members, officers or the Board, and any of the Unit Owners and their respective families, servants, agents, employees, tenants, and guests;
- (b) Waivers of defenses based upon co-insurance or acts of the insured (which shall include each Unit Owner);
- (c) That each Unit Owner shall be an insured person under the policy with respect to liability arising out of his/her/its ownership of an interest in the Common Elements or membership in the Association;
- (d) That the policies shall not be cancelable, invalidated, suspended, or substantially modified for any reason, including on account of the conduct of the Association, its members or its Board, or any of the individual Unit Owners, their families, servants, agents, or guests, without at least thirty (30) days' prior written notice to each named insured, including Mortgagees of the Unit Owners, except for ten (10) days notice for non-payment of premium;
- (e) That the policies shall be cancelable or voidable or that recovery thereunder will not be conditioned by reason of any act or omission of any Unit Owner, unless acting within the scope of his/her/its authority on behalf of the Association;
- (f) That the "no other insurance" clause in the policies shall exclude the individual Unit Owners' policies from consideration; and
- (g) That the insurance coverage provided by the policies obtained by the Association shall be primary and shall not be brought into contribution with other insurance in the name of Unit Owners or their Mortgagees.
- 5. Association as Insurance Trustee. The Association is irrevocably designated as trustee for each of the Unit Owners and their Mortgagees, if any, for purposes of adjusting all claims for losses with the insurance carriers on all policies obtained and continued in effect by the Association, and for purposes of granting and executing releases upon payment of claims, and the Association shall have full control

of the proceeds of any such policies for purposes of repair and reconstruction, as hereinafter provided in Article X. All insurance policies purchased by the Association pursuant to this Article X shall provide that all proceeds from such policies shall be payable to the Association, for the benefit of the Unit Owners and Mortgagees, as their interests may appear.

- 6. <u>Insurance Obtained by Unit Owners</u>. Any Unit Owner may obtain for his/her/its own benefit or for the benefit of his/her/its Mortgagee, and at such Unit Owner's own expense, separate or additional insurance on the interest in his/her/its Unit, against loss by fire, flood, or other casualty. An individual Unit Owner may also obtain for his/her/its own benefit and at his/her/its own expense insurance coverage for personal liability in excess of that covered by the blanket or policies maintained by the Association and for casualty losses of this Unit, and any improvements within his/her/its Unit, the personal property of the Owner or Occupant situated within the Unit and of other portions of the Condominium Property not covered by the policy. Such insurance shall contain the waiver of subrogation referred to in Subsection 4(a) above.
- 7. <u>Application of Insurance Proceeds</u>. Proceeds of casualty insurance policies received by the Association, as trustee for the Owners and their Mortgagees or lien holders, shall be distributed as provided in Article XI.
- 8. Blanket Fidelity Bond. The Association shall purchase, for the benefit of the Unit Owners and their respective Mortgagees, as their interests may appear, a blanket fidelity bond or other equivalent form of insurance covering the officers, directors, and persons employed by the Association, and any managing agent and employees of the managing agent, in an amount equal to the lesser of One Million Dollars or the amount of reserve balances of the Association plus one-fourth of the aggregate annual assessment of the Association, with a minimum coverage amount of ten thousand dollars. If the managing agent maintains its own bond or equivalent form of insurance, this shall suffice to meet the requirements of this Section.

ARTICLE XI RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

- 1. <u>Casualty Affecting Common Elements and Units.</u> In the event of destruction or damage to any part of both the Units and the Common Elements, reconstruction and repairs shall be made as follows:
- (a) If the Board determines that less than two-thirds (66.66%) of the Units are rendered uninhabitable as a result of a fire or other casualty that damages or destroys the Building, the Association shall arrange for the prompt repair and restoration thereof unless (i) such reconstruction and replacement will be illegal under state or local health or safety statutes or ordinances, or (ii) the members of the Association, by a unanimous vote, elect not to rebuild. If it is determined that the Building is not to be reconstructed or repaired, then that part of the Condominium Property not to be repaired shall be withdrawn from the Condominium regime in accordance with Article XV.
- (b) If the Board determines that more than two-thirds (66.66%) of the Units are rendered uninhabitable as a result of a fire or other casualty that damages or destroys the Building, the Association shall not repair the damage or restore the Building unless (i) the members of the Association, by a unanimous vote, elect to rebuild, and (ii) such reconstruction and replacement would be permitted under state or local health or safety statutes or ordinances. If it is determined that such Building is not to be reconstructed or repaired, then that part of the Condominium Property not to be repaired shall be withdrawn from the condominium regime in accordance with Article XV.

(c) Any restoration or repair shall be substantially in accordance with (i) the plans of the original Building so restored or repaired or (ii) plans and specifications approved by the Board.

Repairs and restoration of the Building as provided herein shall include any damaged Units therein to the extent that portions of such Units are covered under the blanket or fire and casualty policy or policies carried by the Association.

- If damage resulting from a casualty is to be repaired in accordance with the foregoing provisions, after the occurrence of a casualty causing damage to more than one Unit or any portion of both the Common Elements and any one or more of the Units, the Association shall obtain reliable and detailed estimates of the cost of repairs or replacements so as to place the damaged property in a condition as good as that existing before the casualty. The Board, acting as trustee, shall disburse the proceeds of all insurance policies to contractors engaged in such repair and restoration through appropriate progress payments. Any excess of insurance proceeds over the costs of such repairs and restoration shall be distributed to each Unit Owner in accordance with his/her/its respective Share, or if there is a mortgagee endorsement, then jointly to each such Unit Owner and Mortgagee of such Unit Owner. Any costs of such repairs and restoration in excess of available insurance proceeds shall constitute a Common Expense, and the Association shall make Assessments against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs of repairs and reconstruction of damaged or destroyed Common Elements excluding expenses for Limited Common Elements, which shall be paid for in accordance with Section VI(2) of this Declaration. Additional Assessments may be made at any time during or following the completion of construction. All such Assessments shall be divided among the Units in accordance with each Unit Owner's Share.
- (e) If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium unless the Condominium is terminated, in which case none of the insurance proceeds shall be applied to restoration, (ii) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were assigned, and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners in accordance with each Unit Owner's Share. If a particular Unit will not be rebuilt, that Unit's entire Common Element Interest, votes in the Association, and common expense liability shall be reallocated under Section 1121.107 of the Act as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to the Condominium Declaration reflecting such reallocations.
- 2 <u>Casualty Affecting Common Elements Exclusively.</u> If only the Common Elements, or portions thereof are destroyed or damaged, said portions shall be reconstructed or repaired by the Association, unless it is determined in accordance with Article XV that the Condominium or part thereof shall be terminated and the Condominium Property or part thereof be withdrawn.
- 3. Casualty Affecting Units Exclusively. If damage or destruction occurs only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the individual Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair or replacement after casualty. If any portion of the insurance proceeds payable to the Association upon occurrence of a casualty covered under the association's insurance policy is payable on account of damages the reconstruction and repair of which is the responsibility of the individual Unit Owner, then the Association shall pay over such portion of any insurance proceeds to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and Mortgagee jointly, who shall use

such proceeds for repair and reconstruction of the damaged or destroyed portions of the Unit substantially in accordance with the original plans and specifications of the Unit or in accordance with the original plans and specifications of the Unit or in accordance with such other plans and specifications as may be approved by the Board.

4. <u>Loss of Use.</u> Neither Declarant, the Association, nor any Unit Owner shall be obligated to compensate any Unit Owner for loss of use and occupancy of his/her/its Unit pending reconstruction or termination of the Condominium.

ARTICLE XII ASSESSMENTS, COMMON EXPENSES, AND COMMON SURPLUS

- 1. <u>General.</u> Assessments against the Units and the Unit Owners for Common Expenses and the distributions, if any, of Common Surplus shall be made by the Association pursuant to the provisions of this Article and the By-Laws. All income received by the Association and all Common Surplus may, in the discretion of the Association, be used to reduce prospective Common Expenses prior to establishing the annual Assessment for Common Expenses, or to establish such reserves as the Association may determine.
- 2. Share of Common Expenses and Common Surplus. For the 12-month period commencing on the date of the sale by Declarant to third party of the first Unit, each Unit Owner, excluding the Declarant, effective upon the purchase of his/her/its Unit, shall be liable for payment of the Share of the Initial Budget allocable to said Unit. Commencing twelve (12) months and one (1) day after the date of the sale of the first Unit by Declarant to a third party as described above, the Unit Owner, including Declarant with respect to any unsold Units, shall share in and be liable for the Common Expenses and be entitled to share in the Common Surplus in accordance with such Owner's Share.
- 3. <u>Non-Proportionate Allocation of Assessments</u>. The Association shall, to the extent necessary to accomplish a fair and equitable allocation of those costs of operation of the Condominium which are attributable to services which are enjoyed to a materially disproportionate extent by one or more Units and the occupants thereof, or in the event of repairs or maintenance required on account of misuse, negligence, or violation of applicable rules and regulations on the part of any Unit Owner, allocate certain of the Common Expenses among the Units in a manner other than in proportion to their respective Shares.
- 4. Annual Assessments for Common Expenses. A budget for Assessments for Common Expenses shall be made annually in advance by the Board based on the estimated annual Common Expenses and adequate reserves for future Common Expenses, all as more particularly provided in the By-Laws. Such Assessments shall be payable in such installments and on such terms and conditions as the Board may provide. Initially, Assessments shall be due monthly, based upon the Initial Budget, in advance on or before the 1st day of each month and shall be paid to the Association by check or other method as approved by the Association.
- 5. Assessments for Emergencies. Assessments for Common Expenses for emergencies may be made by the Association in accordance with the provisions of the By-Laws and shall be due and payable at the time specially provided by the Board in making such emergency Assessments but shall otherwise be apportioned and collected in the same manner as annual Assessments for Common Expenses.
- 6. <u>Capital Reserve Fund.</u> The Declarant shall create a capital reserve fund for the purpose of meeting unforeseen expenditures, purchasing additional equipment or services, or for such other purposes as the Declarant determines. Notwithstanding the foregoing, the Declarant shall not be permitted to use sums on deposit in the capital

reserve fund to defray any of Declarant's expenses or contributions to any reserve accounts, or to pay any of Declarant's construction costs, or to apply it against any operating shortfalls, before it transfers responsibility for governance of the Condominium Property to the Association pursuant to the provisions of Section 1 of Article IX hereof.

At the time of transfer of each Unit by Declarant, the purchaser of such Unit shall deposit with the Declarant a sum equal to three (3) times the then current monthly Assessment for such Unit. This deposit shall not be deemed to be an advance payment of regular Assessments. The Declarant shall transfer the capital reserve fund deposits to the Association contemporaneously with the transfer of each Unit. Notwithstanding the above, the Declarant as to any Unsold Units shall not be required to deposit the three (3) month reserve with the Association until the third (3rd) anniversary of the sale of the first Unit to a third party.

No Unit Owner shall be permitted to withdraw the deposit made to the capital reserve fund for so long as this Condominium Declaration is in effect. Such deposit may, however, be transferred to the credit of any subsequent purchaser of the Unit owned by such Unit Owner, upon notice to the Association.

- 7. Special Assessments. Any special Assessments, levied within the authority granted to the Association elsewhere in this Condominium Declaration or in any other of the Condominium Documents, shall be made, apportioned, and collected in the manner particularly set forth in those provisions of the Condominium Documents authorizing the Assessment or in the action of the Association in making the Assessment, and in lieu in the same manner as annual Assessments for Common Expenses.
- Liability for Assessments. Each initial purchaser of a Unit from the Declarant shall be liable for all Assessments accruing against his/her/its Unit on and subsequent to the date of closing of the act of transfer of such Unit from the Declarant. Any purchaser from an individual Unit Owner, except a purchaser at a judicial sale, shall be liable for all Assessments made against such Unit both prior to and subsequent to the acquisition by such Purchaser. A purchaser at a judicial sale shall be liable for all Assessments against the purchased Unit accruing after the sale, but shall not be liable for such Unit's unpaid Assessments, which accrued prior to the acquisition of title to such Unit by such purchaser, except for any pro-rata re-allocation of such Assessments to all Units including the purchased Unit. Each Unit Owner shall be personally liable to the Association for all sums assessed against his/her/its Unit for his/her/its Share of the Common Expenses. Joint owners of Units shall be liable jointly, severally, and in solido for such Assessments. A former Unit Owner shall not be liable for payment of any Assessment for Common Expenses accruing subsequent to a bona fide sale or other transfer of his/her/its Unit (made in accordance with Article VIII hereinabove) but shall remain liable jointly, severally, and in solido with the transferee of the Unit for payment of all previously accrued Assessments which were due at the time of transfer of the Unit.

Any Unit which because of damage or destruction has been withdrawn from the condominium regime in accordance with Article XV hereof and the Owner thereof shall be released from the obligations to pay Common Expenses and the Assessments therefor accruing after the date of such withdrawal.

9. <u>Interest, Penalties, Liens and Late Charges</u>. Assessments, and installments thereon, paid on or before ten (10) days after the date when due shall not bear interest, but all sums paid after such period shall bear interest pursuant to the By-Laws. All payments upon account shall be first applied to interest and then to the Assessment payment first due. Failure to pay any monthly installment of any Assessment shall, at the option of the Association, mature the entire annual Assessment for Common Expenses and the same shall be due and payable immediately upon

written notice to the Unit Owner. The Unit Owner agrees to pay reasonable attorney's fees, and costs actually incurred by the Association, in connection with the collection of any Assessments. The Association may assert a lien against such Unit Owner's Unit in accordance with the Act. The lien for unpaid Assessments provided by the Act shall also secure court costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As provided in the Act, any lien imposed by the Association against a Unit shall be subordinate to the lien of any mortgage against such Unit duly recorded prior to the date of recordation of such lien in favor of the Association. The lien in favor of Association shall not be affected by a transfer of the Unit, except in connection with foreclosure by a superior lien holder. In addition to the above, a late charge of \$100.00 will be imposed if any assessment due is not paid and received on or before the 10th day of the month in which it is due.

- 10. Records and Certificates. The Association shall maintain current copies of the Condominium Documents and shall maintain financial statements and accounting records according to good accounting practices, which accounting records shall include:
 - (a) An itemized record of all receipts and expenditures; and
- (b) A separate account for each Unit which shall indicate (i) the name and address(es) of the Unit Owner, (ii) the amount and due date of each Assessment for Common Expenses pertaining to the Unit, (iii) amounts paid on the account of each Owner, and (iv) any balance due. A Unit Owner and his/her/its Mortgagee or a prospective purchaser of a Unit shall have the right to obtain from the Association a certificate showing the amount of unpaid Assessments with respect to the Unit.

Unit Owners may inspect the Condominium Documents and such financial statements and accounting records at any time upon request and forty eight (48) hours notice.

ARTICLE XIII COMPLIANCE AND DEFAULT

- 1. General. Each Unit Owner shall be governed by and comply with the terms of the Condominium Documents and of the rules and regulations adopted pursuant thereto, as the same may be amended from time to time. In accordance with the Act, all of the provisions hereof shall be deemed to have the force of law as among individual Unit Owners. A default shall entitle the Association or other Unit Owners to the relief set forth below.
- 2. <u>Cure of Default.</u> In the event of default by any Unit Owner, the Association may take whatever action may be necessary, in its discretion, to correct such default. Any expenses incurred by the Association shall be assessed against the defaulting Unit Owner and Unit owned by such Unit Owner.
- 3. <u>Legal Proceedings</u>. Failure of Unit Owners to comply with any of the terms of the Condominium Documents and rules and regulations adopted pursuant thereto or any obligations imposed thereby shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, or such other remedies as may be provided by law, any of which relief or remedies may be sought by the Association or by an aggrieved Unit Owner. A Unit Owner shall also have the right to proceed against the Association for any remedies provided by law in the event the Association does not perform the duties imposed upon it by the Act and the Condominium Documents. The provisions of this paragraph shall be subject to the arbitration provisions in paragraph 7 of this Article XIII.

- 4. Costs and Attorneys' Fees. In any proceeding arising because of non-payment of any assessment due by a Unit Owner or any other alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
- 5. No Waiver of Rights. The failure of the Association or Unit Owners to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owners to enforce such right, provision, covenant, or condition.
- 6. <u>Cumulation of Rights.</u> All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents or by law.
- Arbitration. Declarant, Association and each Unit Owner agree that upon the written demand of any of said parties, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Condominium Declaration, the Condominium Documents and/or the sale of a Unit by Declarant, or otherwise, including without limitation contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). arbitration proceeding held pursuant to this arbitration provision shall be conducted in New Orleans, Louisiana, or at any other place selected by mutual agreement of the Any disputes, claims or controversies concerning the lawfulness or reasonableness of an act, shall also be arbitrated; provided, however that no arbitrator shall have the right or the power to enjoin or restrain any act of any of the parties hereto. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. All statute of limitations, prescriptive periods, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ARTICLE XIV AMENDMENT

The Condominium Documents may be amended in the following manner:

- 1. Amendments to Condominium Declaration by Declarant. Each Unit Owner hereby grants to Declarant the irrevocable power, coupled with an interest, to execute, on behalf of each Unit Owner, any of the amendments to the Declaration described below in this Section 1, containing such additional terms as the Declarant, believes to be in the interest of the Condominium Property or Association, necessary or advisable, which amendments shall be effective upon registration in the records of the Register of Conveyances of Orleans Parish:
 - (a) Any amendment that alters the dimensions of, or creates additional Units, Limited Common Elements, or Common Elements out of, any Units owned by the Declarant, or any Units not yet constructed by Declarant, provided that such alteration does not affect the dimensions of any Unit(s) previously sold by the Declarant.
 - (b) Any amendment to this Declaration containing revisions to the Condominium Plans, in the event the actual horizontal and vertical

boundaries and measurements of any Unit, as built, differ from that shown on the Condominium Plans;

- (c) Any amendment that changes the designation of any of the Units, before any of such Units are sold by the Declarant to third parties;
- (d) Any amendment that clarifies any apparently conflicting provisions hereof, any provisions which conflict with the Act, and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors; and
- (e) Any amendment that modifies the provisions of this Declaration in order to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs, or in the future performs, functions similar to those now performed by such entities, and/or to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee any mortgages affecting any of the Units;

provided, however, that none of the amendments described above shall affect or impair the lien of any mortgage then of record upon a Unit or any representations or warranties made by a Unit Owner in connection with the making, purchase, insurance, or guarantee of any mortgage then of record on any Unit. The amendment procedure set forth in this Section 1 is not exclusive, Declarant reserving the right to avail itself of amendment procedures set forth elsewhere in this Article XIV, or in the Act, at Declarant's option.

Withdrawal, Redesignation, Subdivision, Combination.

- (a) Amendments to withdraw the Condominium Property or a portion thereof shall be prepared, executed, and recorded in the records of the Registrar of Conveyances of Orleans Parish by the Association and any other appropriate party, upon due authorization for such withdrawal as provided in Article XV hereinafter and at the expense of the owners of property to be withdrawn. Any such amendment shall contain a legally sufficient description of the property to be withdrawn and shall reallocate the Shares attributable to such withdrawn Unit(s) in proportion to the respective Shares of the remaining Units.
- (b) Amendments to redesignate boundaries between adjoining Units shall be executed and duly recorded by the Association upon the written request and at the expense of the reallocating Unit Owners. Any such amendment shall specify the method of reallocation between adjoining Units of their Shares, and shall identify the Units involved, shall be executed by the reallocating Unit Owners, shall contain words of conveyance between them, and shall be accompanied by plats or plans showing the altered Unit boundaries, dimensions, and identifying numbers and/or letters.
- (c) Amendments to subdivide, reconfigure, combine or convert any Unit(s) into one or more Units, Common Elements, or any combination of Units or Common Elements shall be executed and duly recorded by the Association upon the written request and at the expense of the owner of such Unit. Any such amendment must assign an identifying number and/or letter to such new Units, specify the method of reallocation between adjoining Units of their Shares, and shall identify the Units involved, shall be executed by the reallocating Unit Owners, shall contain words of conveyance between them, and shall be accompanied by plats or plans showing the altered Unit boundaries, dimensions, and identifying numbers.

(d) Notwithstanding any other provision of this Declaration to the contrary, Declarant reserves the right to subdivide reconfigure or combine said Units and such combination, reconfiguration or subdivision shall not affect the dimensions of any previously sold Units, and/or change the Common Elements. Any such change will not be effective until such time as an amendment is registered in the Conveyance Records of Orleans Parish setting forth any such change, along with applicable amendments to the Condominium Declaration, Condominium Plans and Unit Owners Common Element Percentage Ownership Interest. Any change in the actual Common Element Interests shall be allocated amongst the effected Units.

Other Amendments.

All amendments to the Condominium Declaration other than those described in Section 1 and Section 2 above may be effected only by vote or agreement of the Unit Owners as follows:

- (i) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting of the membership of the Association at which a proposed amendment is to be considered.
- (ii) A resolution for adoption of a proposed amendment may be proposed by any Unit Owner(s). Unit Owners may express their approval by written consent or by proxy and no meeting need be held if a written consent to an amendment is signed by Unit Owners holding at least sixty-seven (67%) percent of the total Shares which shall be required for any such amendment.
- (iii) The amendment shall be effective when registered in the Conveyance Office of Orleans Parish, Louisiana. Copies of the amendment shall be delivered to each Unit Owner but such delivery shall not be a condition precedent to the effectiveness of such amendment.
- (iv) If any other provision of this Declaration specifically requires a particular vote for the amendment of this Declaration with respect to such provision, then such specific requirement shall control.

ARTICLE XV WITHDRAWAL OF PROPERTY AND TERMINATION OF THE CONDOMINIUM

The Condominium Property or any part thereof may be withdrawn from the condominium regime and the condominium terminated with respect thereto in the following manner:

1. <u>Voluntary Withdrawal</u>. The Condominium Property, or a part thereof, may be withdrawn from the Condominium regime by unanimous agreement of Unit Owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of real (immovable) property. If any of the Units in the Building are voluntarily withdrawn, the entire Building must be withdrawn. The withdrawal of Condominium Property and termination of the condominium regime with respect thereto shall become effective when an amendment to the Condominium Declaration authorizing such withdrawal has been registered in the Conveyance Office of Orleans Parish. If any Units are contained within the Condominium Property so withdrawn, and the Declarant shall not, at the time of such withdrawal, have conveyed any of the Units, then the consent of any Mortgagee or

other lien creditor to such withdrawal shall not be necessary. If, however, Declarant shall have conveyed any of the Units at the time of such withdrawal, the consent of any Mortgagees or other lien creditors of the Unit or Unit(s) to be withdrawn shall be obtained before the Condominium Property may be withdrawn.

- 2. <u>Destruction</u>. If it is determined in the manner elsewhere provided that any portion of the Condominium Property which has been destroyed or damaged as a result of casualty shall not be reconstructed, such portion of the property will be withdrawn from the condominium regime and the Condominium terminated with respect thereto. Termination upon a determination not to reconstruct after casualty shall be implemented by the preparation, execution, and recordation by the Association of an amendment to the Condominium Declaration containing a legally sufficient description of the immovable property withdrawn and stating the fact of such withdrawal by a certificate of the Association certifying the facts affecting the termination, which certificate shall become effective upon being registered in the Conveyance Office of Orleans Parish. If only a portion of the Condominium Property is being withdrawn, the amendment shall reallocate the Share(s) attributable to the withdrawn Unit(s) to any Unit(s) remaining in the Condominium in proportion to the respective Share(s) of those remaining Unit(s).
- 3. <u>Status of Property After Withdrawal</u>. Upon withdrawal of the Condominium Property or any part thereof from the condominium regime pursuant hereto, the part so withdrawn shall be deemed to be owned in indivision by the Owners of the Units of the Condominium Property so withdrawn. The percentage of undivided ownership of a Unit Owner in the withdrawn Condominium Property shall be equal to his/her/its former Share, divided by the aggregate Shares in such Common Elements of all Unit Owners whose Units are withdrawn. Liens upon individual condominium parcels withdrawn shall, following their withdrawal, be upon the respective undivided Shares of the Unit Owners in the withdrawn property.
- 4. Partition of Property. Following withdrawal of the Condominium Property or any part thereof, such property shall be subject to partition by the action of any owner of the withdrawn property. In the event of sale of the withdrawn Condominium Property by the co-owners, upon consummation of such sale the proceeds therefrom shall be paid to the Unit Owners in proportion to their respective undivided interests in the property, after all claims secured by liens on the Unit Owners' Shares of interest in the withdrawn property have been satisfied.
- 5. <u>Disposition of Assets.</u> All funds held by the Association and insurance proceeds, if any, shall be held jointly for the former Unit Owners in proportion to the Share of each Unit Owner. All costs incurred by the Association in connection with the termination of the condominium regime and withdrawal of the Condominium Property shall be a part of the Common Expenses. Any surplus remaining after complete disposal of the withdrawn property shall be distributed to the former Unit Owners in proportion to their respective Shares.

ARTICLE XVI COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to, every Unit and appurtenances thereto, and every Unit Owner and person having an interest in the Condominium Property, or any part thereof, and his/her/its heirs, executors, administrators, successors, grantees, and assigns, shall be bound by all of the provisions of the Condominium Documents.

ARTICLE XVII LIENS

- 1. Protection of Property. All liens against a Unit other than for mortgages, taxes, or special assessments imposed by a governmental authority shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and such special assessments upon a Unit shall be paid before becoming delinquent.
- 2. <u>Notice of Lien.</u> A Unit Owner shall give notice to the Association of every lien upon his/her/its Unit, other than for mortgages, taxes, and special governmental assessments, within five (5) days after the attachment of such lien.
- 3. <u>Notice of Lawsuit</u>. A Unit Owner shall give notice to the Association of every lawsuit or other proceeding which will or may affect the title of his/her/its Unit or any other part of the Condominium Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.
- 4. <u>Judicial Sales</u>. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale, but the purchaser at any such judicial sale shall take the property subject to the provisions of the Condominium Declaration and the Condominium Documents in the same manner as any other Unit Owner.
- 5. Option to Cure Defaults. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or any portion of law, the Association shall have the right, but not the obligation, to cure such default by paying the amount so owing to the person entitled thereto, who shall be required to waive such default as consideration for such payment. Any money so paid by the Association shall be deemed a Common Expense owed only by the particular Unit and the Owner thereof for whose benefit the payment was made, and the Association may place a lien against such Unit in accordance with the Act for all sums expended in connection therewith.

ARTICLE XVIII MORTGAGEE PROTECTION

- 1. Right of, and Notice to, Mortgagees. Upon written request to the Association, identifying the name and address of a Mortgagee, or the insurer or guarantor of a mortgage note held by a Mortgagee, and identifying the Unit number encumbered by the mortgage held by the Mortgagee, such Mortgagee, insurer or guarantor shall:
 - (i) be entitled to written notice of:
- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit on which the Mortgagee has an interest;
- (b) Any default by a Unit Owner who owns a Unit subject to a mortgage held by a Mortgagee, in the performance of such Unit Owner's obligations as set forth in the Condominium Documents (including, without limitation, delinquency in the payment of Assessments or charges owed by such Unit Owner), which default remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of Mortgagees, as provided for herein.
 - (ii) have the right to:

- (a) Inspect the books, records, and financial statements of the Association, and current copies of the Condominium Documents, during normal business hours, all of which documentation shall be maintained by the Association;
- (b) Receive an annual financial statement of the Association within one hundred twenty (120) days following the end of any fiscal year of the Association; and
- (c) Prepare audited financial statements of the Association, at the expense of the Mortgagee;
- (d) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
- (e) Receive a copy of all notices permitted or required by this Condominium Declaration to be given to the Unit Owner whose Unit is encumbered by the mortgage held by such Mortgagee.
- 2. <u>Prior Mortgagee Approval</u>. To the extent permitted by the Act, and notwithstanding any other provision to the contrary contained in the Condominium Documents, Mortgagees shall be afforded the following rights:
- (a) Any restoration or repair of the Condominium Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the original plans and specifications for the Condominium Property, unless other action is approved by Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total shares of Units subject to mortgages on Units.
- (b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation must have the approval of Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total shares of Units subject to such mortgages.
- (c) Any election to terminate the legal status of the Condominium, except if such election to terminate occurs (1) at a time when Declarant owns all of the Units or (2) after substantial destruction or a substantial taking in condemnation, must have the approval of Mortgagees holding mortgages on Units which have at least sixty-seven (67%) percent of the total shares of Units subject to such mortgages.
- (d) To the extent any of the actions listed below would require an amendment to the Condominium Documents, any amendment to the Condominium Documents authorizing such action must be approved by Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total shares of Units subject to such mortgages:
 - (i) any alteration of voting rights of Unit Owners;
 - (ii) any increase in Assessments to Unit Owners over the preceding year by more than twenty-five percent;
 - (iii) any alteration in the provisions of the Condominium Documents affecting liens for Assessments and the priority of liens for Assessments;
 - (iv) any reductions in reserves for maintenance, repair and replacement of Common Elements;

- except as otherwise provided in Section 1 of Article XIV, any reallocation of interests of Unit Owners in the Common Elements or Limited Common Elements, or rights to their use;
- (vi) except as otherwise provided in Section 1 of Article XIV, any alteration of the boundaries of any Units;
- (vii) except as otherwise provided in Section 1 of Article XIV, any conversion of all or part of any of the Units into Common Elements, or any conversion of all or part of any of the Common Elements into Units;
- (viii) except as otherwise provided in Section 1 of Article XIV, any additions to, or deletions from, the Condominium Property;
- (ix) any reduction in hazard or fidelity insurance, or fidelity bond, requirements.
- (e) Any amendment to the Condominium Documents that would modify any provision that expressly benefits Mortgagees must have the approval of Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the total shares of Units subject to such mortgages.
- (f) No Unit may be partitioned or subdivided by the Unit Owner thereof in accordance with the provisions of the Condominium Documents without the prior written approval of the Mortgagee holding the Mortgage on such Unit.
- (g) Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in its mortgage, or pursuant to a conveyance in lieu of foreclosure, or any purchaser at a foreclosure sale upon enforcement of the Mortgagee's mortgage, shall not be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such party, except for claims for a pro-rata re-allocation of such Common Expenses to all Units including the mortgaged Unit.
- 3. <u>Tacit Consent.</u> Provided that the Association shall have given written notice, by certified mail, return receipt requested, to a Mortgagee entitled to notice of an action requiring its consent, that Mortgagee shall be deemed to have consent to such action unless the Association shall have received a response from the Mortgagee to the Association's written notice within fifteen (15) days after the date the Association's notice was deposited in the state mail, postage prepaid.

ARTICLE XIX EMINENT DOMAIN

1. General Provisions. If all or any part of the Condominium Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association exclusively shall be entitled to participate in proceedings incident thereto, on behalf of the Unit Owners. Each Unit Owner appoints the Association as such Unit Owner's attorney-in-fact for such purpose. The Association shall give timely written notice of the existence of such proceedings to all Unit Owners and to all Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be borne by the Association, and charged as a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied, as determined by the Association, to defend or resist

any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceedings.

- Taking of Common Elements Exclusively. With respect to any taking of the Common Elements exclusively, all damages and awards shall be determined for such taking as a whole and not for each Unit Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Unit Owner of a Unit so taken and such Unit Owner's Mortgagee, if any, as their interest may appear in accordance with the Share of each such Unit Owner, unless the Association determines to restore the Common Elements. If it deems advisable, the Association may call a meeting of the Unit Owners, at which meeting the Unit Owners, by a majority of the voting power of the Association, shall decide whether or not to replace or restore the Common Elements so taken or damaged.
- 3. Taking of Less than 66.66%. In the event such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66.66%) percent of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:
- a. The Board shall determine which of the Units damaged by such taking may be usable for the purposes set forth in the Declaration, taking into account the nature of the Condominium and the reduced size of each Unit so damaged.
- b. The Board shall determine whether it is reasonably practical to operate the remaining Units of the Condominium including those damaged Units which may be occupied as a condominium in the manner provided in this Condominium Declaration.
- c. In the event the Board determines it is not reasonably practical to operate the undamaged Units and the damaged Units which can be made usable, then the Condominium shall terminate and the Condominium Property shall thenceforth be owned by all Unit Owners, as owners in indivision, in the percentage ownership interest previously owned by each Unit Owner. The Association shall promptly file with the Registrar of Conveyances for the Parish of Orleans such documents as may be necessary to terminate the condominium regime.
- d. In the event the Association determines it will be reasonably practical to operate the undamaged Units and the damaged Units which can be made usable then the damages and awards made with respect to each Unit which has been determined to be capable of being made usable shall be applied to repair and to reconstruct such Unit so that it is made usable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Units which are usable. With respect to those Units or portions thereof which may not be usable, the award made shall be paid in accordance with the Share of each Unit Owner of such nonusable Unit or portion thereof, and the remaining portion of such Units, if any, shall become a part of the Common Elements. Upon payment of such award for the account of such Unit Owner as provided herein, such Unit shall no longer be susceptible of independent ownership as a part of the Condominium Property and the percentage ownership interest in the Common Elements appurtenant to each remaining Unit which shall continue as a part of the Condominium Property shall be allocated to the remaining Units in the same proportion that the Shares of the remaining Unit Owners bear among themselves.
- 4. Taking of More than 66.66%. If the entire Condominium Property is taken, or more than sixty-six and two-thirds percent (66.66%) of the Units are taken or damaged by such taking, all damages and awards shall be paid to or for the accounts of the Unit Owners of Units or their Mortgagees; if any, as their interests may appear, as provided herein, in proportion to their respective Shares; and this condominium regime shall terminate upon such payment. Upon such termination, the Condominium Property shall

be owned in indivision by all Unit Owners in the same proportions as previously owned by each Unit Owner in the Common Elements.

Any damages or awards provided in the article shall be paid to or for the account of any Unit Owner and Mortgagee, if any, as their interests may appear.

ARTICLE XX PARKING

1. Parking. There is no warranty as to fitness of the parking space portion of the Common Elements.

ARTICLE XXI GENERAL PROVISIONS

- Rights and Obligations. Each purchaser or grantee of Declarant, by the acceptance of an act of conveyance, and each purchaser under any sale contract, accepts such conveyance subject to all restrictions, privileges, servitudes, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Condominium Declaration and in the other Condominium Documents, all rights, benefits, and privileges of every character, hereby granted, created, reserved or declared, and all impositions and obligations thereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest in the Condominium, and shall inure to the benefit of such person in like manner as though the provisions of this Condominium Declaration were cited and stipulated at length in each and every act of conveyance. Reference in the respective acts of conveyance, or any mortgage or other evidence of obligation, to the servitudes and rights described in this Condominium Declaration or the other Condominium Documents shall be sufficient to create and reserve such rights to the respective purchasers and grantees of any Unit, and Mortgagees holding mortgages encumbering such Units, as fully and completely as if such rights were recited fully and set forth in their entirety in such documents.
- 2. Power of Declarant. Until such time as the Association provided for in this Declaration is formed, the Declarant shall exercise any of the powers, rights, duties and functions of the Association. Unless otherwise specifically provided to the contrary in any of the Condominium Documents, the Declarant, for so long as Declarant owns a Unit, shall be entitled to all of the rights, and subject to all of the obligations, of a Unit Owner respecting such Unit.
- 3. Access to and from Units. Notwithstanding any other provision hereof to the contrary, for as long as the Condominium Property is subject to a condominium regime, each Unit Owner shall have an unrestricted right of access through the Common Elements to and from the Unit owned by such Unit Owner.
- 4. <u>No Waiver.</u> No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 5. <u>Liberal Construction</u>. The provisions of this Condominium Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium development.
- 6. Exculpation and Indemnity. The members of the Association, the officers or directors of the Association, the Declarant and its officers, directors and shareholders shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith, of such members, directors or officers. The Unit Owners shall indemnify and hold harmless each of the above noted persons against all

contractual liability to others arising out of contracts made by them on behalf of the Unit Owners or the Association unless such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of the aforesaid indemnity shall be limited to a percentage of the total liability equal to his/her/its Share.

- 7. <u>Severability</u>. If any term, covenant, provision, phrase, or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provision, covenant, or element of the Condominium Documents. If any provision of this Condominium Declaration, or any section, sentence, clause, phrase, or word or the application thereof in any circumstances is judicially held to be in conflict with the laws of the State of Louisiana, then said laws shall be deemed controlling and the validity of the remainder of this Condominium Declaration, and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances, shall not be affected thereby.
- 8. <u>Caption</u>. Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any part of the text of the Condominium Documents.
- 9. <u>Number and Gender</u>. Whenever the context so permits, the use of the plural shall include the singular, the singular include the plural, and any gender used shall be deemed to include all genders.
- 10. <u>Notices</u>. Notices hereunder shall be in writing and shall be deemed given when delivered by hand or one (1) day after dispatch by certified mail, postage prepaid, United States Postal Service or by national commercial overnight air courier such as Federal Express, addressed to the parties in the manner provided below or to such other addresses as one (1) party may give to the others by written notice hereunder:

If to Declarant:

1101 Napoleon, LLC 800 Baronne Street

New Orleans, LA 70113

If to the Association:

To the registered address of the Association as

indicated on the records of the Secretary of State

of the State of Louisiana

If to a Unit Owner:

To said Unit Owner at the (or any) Unit owned

by him as shown on the public records of

Orleans Parish, Louisiana

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THUS DONE, SIGNED AND PASSED in multiple originals at New Orleans, Louisiana, on 2019, but effective as of the date first set forth above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading of the whole.

WITNESSES:

Print Name: TETER ANMONT On behalf of 1101 Napoleon, LLC

Miles L. Granderson Notary Public Notary ID No. 148722 Orleans Parish, Leuisiana

MISSONSO FOR LIPE

WITNESSES:

DECLARANT:

Print Name: Rebecca HUIST

Print Name: Milly C Shorm On behalf of 1101 Napoleon, LLC

Print Name: Fraisic Essaslat

NOTARY

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Orlean

Miles L. Granderson Notary Public Notary ID No. 148722 Orleans Parish, Louisiana THUS DONE SIGNED AND PASSED in multiple originals at New Orleans, Louisiana, on V 15, 2019, but effective as of the date first set forth above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading of the whole.

DECLARANT:

WITNESSES:

Print Name: Avery Foret
On behalf of 1101 Napoleon, LLC

Print Name: Trefice E. Sanstak

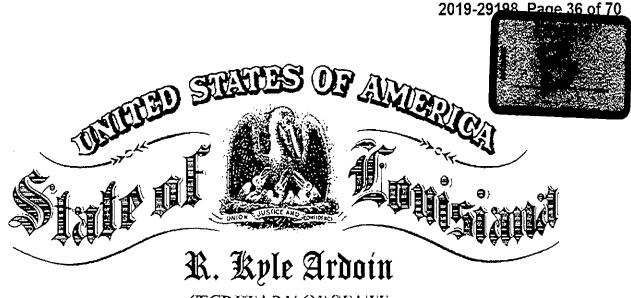
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EXHIBIT "A" LEGAL DESCRIPTION OF LAND

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the SIXTH DISTRICT of the City of New Orleans, in SQUARE NO. 289, bounded by Napoleon Avenue, Coliseum, Chestnut, and General Pershing Streets which said portion of ground forms the corner of Napoleon Avenue and Chestnut Street, and measures sixty-three feet, six inches (63'6") front on Napoleon Avenue, the same width in the rear, by a depth and front on Chestnut Street of one hundred four feet (104') and the same depth on the opposite sideline; all as per survey by R.R. Rordam C.E., dated March 30, 1934, annexed to an act of mortgage before Guy D'Antonio, N. P., dated April 21 1934, and as more fully shown on a survey made by Gilbert, Kelly & Couturie, Surveyors, dated April 12, 1969, attached to an act before Allain C. Andry, Jr., N.P. dated May 6, 1969.

According to survey of Gilbert, Kelly, & Couterie, Surveyor, dated April 12, 1969, revised on December 9 and December 11, 1972, the above described property is designated as LOTS 1 and 2, in SQUARE NO. 289, BOULIGNY, of the SIXTH DISTRICT of the City of New Orleans and is situated and measured as set forth above.

Improvements bear the municipal No. 1101 Napoleon Avenue, New Orleans, LA 70115.



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Incorporation of

CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC.

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on July 08, 2019,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 8, 2019

Certificate ID: 11095488#S9R93

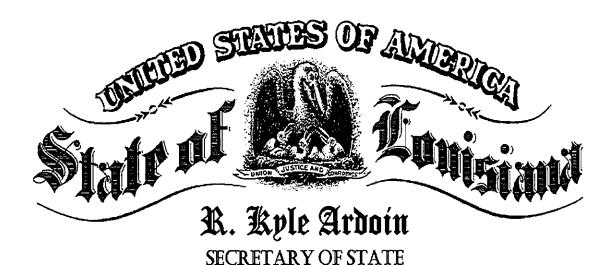
To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

www.sos.la.gov

R Tale 1602

Secretary of State

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As Secretary of State, of the State of Louisiana, I do hereby Certify that

the attached document(s) of

CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.

ORIGF

07/08/2019 6 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 8, 2019

R. 12fe M. Secretary of State

WEB 43525713N

Certificate ID: 11095489#2CS93

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

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STATE OF LOUISIANA

ARTICLES OF INCORPORATION

(R.S. 12:203)

1. The name of this corporation is:

CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC.

2. This corporation is formed for the purpose of:

THE PURPOSE FOR WHICH THE ASSOCIATION IS ORGANIZED IS TO PROVIDE AN ENTITY PURSUANT TO THE LOUISIANA CONDOMINIUM ACT, TITLE 9, SECTION 1121.101 ET SEQ., LA R. S., AS AMENDED AND ANY OTHER LAWFUL ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED.

3. The duration of this corporation is (may be perpetual):

PERPETUAL

4. The street address (not a P.O. Box only) of the corporation's initial registered office is:

1101 NAPOLEON AVENUE NEW ORLEANS, LA, 70115

5. Mailing Address:

800 BARONNE STREET NEW ORLEANS, LA, 70113

6. The name and street address (not a P.O. Box only) of the corporation's initial registered agent(s) is/are:

AVERY FORET 800 BARONNE STREET NEW ORLEANS, LA, 70113

7. The name and address of each incorporator of this corporation is:

1101 NAPOLEON, LLC 800 BARONNE STREET NEW ORLEANS, LA, 70113

8. The name and street addresses of the corporation's initial directors are:

PETER AAMODT (TREASURER, DIRECTOR) 800 BARONNE STREET NEW ORLEANS, LA, 70113

MICHAEL SHERMAN (SECRETARY, DIRECTOR) 800 BARONNE STREET NEW ORLEANS, LA, 70113

AVERY FORET (PRESIDENT, DIRECTOR) 800 BARONNE STREET NEW ORLEANS, LA, 70113

9. This corporation is to be organized on a non-stock basis.

Other Provisions:

The purpose for which the Association is organized is to provide an entity pursuant to the Louisiana Condominium Act, Title 9, Section 1121.101 et seq., Louisiana Revised Statutes, as amended

(hereinafter referred to as the 'Condominium Act'), for the operation and administration of the 'Cypres Condominium' (hereinafter referred to as the 'Condominium'), located on immovable property described as follows:

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the SIXTH DISTRICT of the City of New Orleans, in SQUARE NO. 289, bounded by Napoleon Avenue, Coliseum, Chestnut, and General Pershing Streets which said portion of ground forms the corner of Napoleon Avenue and Chestnut Street, and measures sixty-three feet, six inches (63'6') front on Napoleon Avenue, the same width in the rear, by a depth and front on Chestnut Street of one hundred four feet (104') and the same depth on the opposite sideline; all as per survey by R.R. Rordam C.E., dated March 30, 1934, annexed to an act of mortgage before Guy D'Antonio, N. P., dated April 21 1934, and as more fully shown on a survey made by Gilbert, Kelly & Couturie, Surveyors, dated April 12, 1969, attached to an act before Allain C. Andry, Jr., N.P. dated May 6, 1969.

According to survey of Gilbert, Kelly, & Couterie, Surveyor, dated April 12, 1969, revised on December 9 and December 11, 1972, the above described property is designated as LOTS 1 and 2, in SQUARE NO. 289, BOULIGNY, of the SIXTH DISTRICT of the City of New Orleans and is situated and measured as set forth above.

Improvements bear the municipal No. 1101 Napoleon Avenue, New Orleans, LA 70115.

POWERS The Association's powers shall include and be governed by the following provisions:

- 1. The Association shall have all the statutory and legal powers of a Louisiana non-profit corporation, except those which conflict with the provisions of these Articles.
- 2. The Association shall have all the powers and duties set forth in the Condominium Act, except to the extent that they are limited by these Articles, the By-Laws of the Association, and the Declaration Creating and Establishing Cypres Condominium, as the same may be amended from time to time (hereinafter referred to as the 'Condominium Declaration'), executed and acknowledged as of the date herewith by and on behalf of the Declarant as identified and defined in the Declaration ('Developer'), and all of the powers and duties reasonably necessary and appropriate to operate the Condominium Property as set forth in the Condominium Declaration, including but not limited to, the following enumerated powers:
- a. To make and collect assessments against members in order to defray the costs, expenses and losses of the Association in connection with the Condominium;
- b. To use the proceeds of assessments in the exercise of its powers and duties;
- c. To repair, replace, maintain and operate the Condominium Property;
- d. To purchase insurance on the Condominium Property and insurance for the protection of the Association and its members;
- e. To reconstruct improvements after casualty and to further improve the Condominium;

- f. To make and amend reasonable rules and regulations as to the use of the Condominium Property;
- g. To enforce, by legal means, the provisions of the Condominium Act, the Condominium Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the Condominium Property;
- h. To contract for the management of the Condominium and to delegate to such Manager all the powers and duties of the Association except those powers and duties which are specifically required by law, the Condominium Declaration or the By-Laws to be approved or exercised by the Board of Directors of members of the Association;
- i. To employ personnel to perform the services required for the proper operation of the Condominium;
- j. To acquire, hold, sell, lease, encumber or otherwise utilize or dispose of real or personal property, including Units, and limited common elements of the Condominium, the proceeds of which will be used to defray operating expenses of the Association in connection with management of the Condominium Property; and
- k. To impose charges as determined by the Condominium Declaration Board of Directors, for late payment of assessments and, following notice and opportunity to be heard, impose reasonable fines upon Unit Owners for violating the Condominium Declaration or the By-Laws or Rules and Regulations of the Association or when the violation is a failure to pay for services which interrupt delivery of such services until the violation is cured.
- 3. The titles to all properties and all funds acquired by the Association and the proceeds thereof shall be held and administered for the benefit of the Association members in accordance with the provisions of the Condominium Declaration, these Articles, and the By-Laws.
- 4. The powers of the Association shall be subject, and shall be exercised according to, the provisions of the Condominium Act, the Condominium Declaration and the By-Laws.

MEMBERS

The Association is to be organized on a non-stock basis. There shall be but one class of membership. The members of the Association shall consist of all the record owners or co-owners of Units in the Condominium. The Developer as original owner of all Units shall initially be the sole member of the Association. Membership in the Association for all other members shall be established by recording in the public records of Orleans Parish, State of Louisiana, an act of sale or other instrument establishing a record title to an ownership interest in a Condominium Unit and the delivering to the Association a certified copy of such recorded instrument, the owner designated in such instrument thereby ipso facto becoming a member of the Association. If two or more persons jointly own a Unit or if the Unit is owned by an entity, the owner(s) shall designate one natural person as the individual entitled to exercise the rights of a member. The share of a member in the funds and assets of the Association cannot be assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to his ownership interest in his Unit. The membership of a Unit owner shall ipso facto terminate upon transfer of his ownership interest in the Unit previously owned. The entitlement of members to vote, the allocation of votes to members, and the manner of exercising voting rights shall be according to the Condominium Declaration and the By-Laws of the Association. Members shall be personally liable for the Assessments for common expenses of the Association, as provided for in the Condominium Declaration and By-Laws, and shall not be relieved therefrom merely as a result of termination of membership resulting from

sale of a previously owned Unit. Notwithstanding the foregoing, a former Unit owner shall not be personally liable for the Assessments for common expenses of the Association accruing subsequent to the sale of a previously owned Unit.

DIRECTORS

The affairs of the Association shall be managed by a Board of Directors which shall consist of such number of directors as shall be determined in the manner provided by the By-Laws. Except as provided below, Directors shall be elected at the annual members' meeting in the manner provided by the By-Laws. All Directors, other than the initial Directors named herein, must be Unit owners or co-owners. Directors may be removed and vacancies on the Board shall be filled as provided by the By-Laws.

The first election of Directors by the members shall not be held until all 6 Units have been purchased by a third party. Until the election of Directors, the Developer, shall fill the vacancies of any Director. Replacement Directors for the initial Directors to be elected by the Directors shall be in accordance with procedures provided for in the By-Laws.

All Directors shall hold office for such period as may be provided by the By-Laws or until their successors are elected and have qualified or until removed from office.

OFFICERS

The Association's affairs shall be administered by officers elected by the Board of Directors as provided in the By-Laws. Such officers shall serve at the pleasure of the Board of Directors.

INDEMNIFICATION

Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred, unless the officer or director is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the Association's best interest. The above described right of indemnification shall be in addition to and not exclusive of any other rights to which such director or officer may be entitled.

BY-LAWS

The Board of Directors shall adopt the first By-Laws of the Association. The By-Laws may be amended, changed or repealed in the manner therein provided.

AMENDMENTS TO ARTICLES OF INCORPORATION

The Articles of Incorporation of the Association may be amended in the following manner:

Either the Board of Directors by resolution or any member or members by written request may propose an amendment. The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment.

An amendment must be approved by at least fifty-one (51.0%) percent of the voting power of the members of the Association present in person or by proxy entitled to vote at a duly called and constituted meeting of the Association. No amendment shall make any changes in the qualifications for membership nor in the voting rights of the members, without the approval of at least fifty-one (51.0%) percent of the voting power of all members present in person or by proxy and entitled to vote at a duly called and constituted meeting of the members. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Orleans Parish, State of Louisiana.

TERM OF THE ASSOCIATION

The Association shall continue to exist until such time as the condominium regime is terminated and the entirety of the Condominium is withdrawn from the condominium regime, unless the members elect to terminate the Association sooner by their unanimous approval. The termination of the Condominium Declaration shall also require termination of the Association.

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

I HEREBY CERTIFY THAT I AM THE INCORPORATOR AND HAVE THE AUTHORITY TO SIGN ON BEHALF OF ANY OTHER INCORPORATOR LISTED.

ELECTRONIC SIGNATURE: AVERY FORET ON BEHALF OF '1101 NAPOLEON, LLC' (7/8/2019)

TITLE: INCORPORATOR

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 43525713N

Charter Name: CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded Agent(s)

Agent(s) Electronic Signature

07/08/2019

AVERY FORET

AVERY FORET



BY-LAWS OF

CYPRÈS CONDOMINIUM OWNERS ASSOCIATION, INC.

CYPRÈS CONDOMINIUM **OWNERS** ASSOCIATION, INC., "Association"), a nonprofit corporation formed under the laws of the State of Louisiana and the governing body of certain immovable property submitted to the provisions of the Louisiana Condominium Act, La. R.S. 1121.101, et seq. as amended and as the same may from time to time be amended (hereinafter referred to as the "Condominium Act"), in accordance with the Declaration Creating and Establishing A Condominium Property Regime by 1101 Napoleon, LLC for Cyprès Condominium (the "Condominium Declaration") dated as of the date herewith and executed by the parties named therein or "Declarant," does hereby adopt the following By-Laws which shall govern the administration of said Association and of the property with municipal address 1101 Napoleon Avenue, New Orleans, Louisiana (the "Condominium Property"). capitalized terms used herein and not otherwise defined shall have the meanings provided in the Condominium Declaration.

All present or future Owners, lessees, occupants, and mortgagees of Units in the condominium regime shall be subject to the provisions of these By-Laws. The mere acquisition by an Owner of a Unit or of an ownership interest therein will signify and constitute a ratification and acceptance of these By-Laws by any such owner.

ARTICLE I OFFICE

The principal office of the Association shall be located in the City of New Orleans, State of Louisiana at 1101 Napoleon Avenue or such other address as may be designated by the Board of Directors of the Association (the "Board of Directors").

ARTICLE II MEMBERSHIP MEETINGS

- 1. <u>Place of Meetings</u>. All meetings of the members of the Association shall be held at the principal office of the Association or such other place, within or without the State of Louisiana, as may be designated by the Board of Directors.
- 2. Annual Meeting. Subject to the provisions of Section 11 of this Article, an annual meeting of the members shall be held on the 15th day of March in each year, or if said day be a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting of the members, provided that, upon the election of the Initial Directors to terminate control of the condominium regime, the first annual

meeting of the members may be called at a time and place set by the Board of Directors, with one purpose being to elect new Directors.

- 3. <u>Special Meetings</u>. Special meetings of the members, for any purpose or purposes, may be called by the President or the Board of Directors.
- 4. Notice. Notice of all member meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary, unless waived in writing by the members. All members present at a meeting shall be deemed to have received or to have waived such notice. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than twenty (20) days prior to the date of the meeting. Proof of such mailing may be given by affidavit or in the signed minutes of the meeting. Notice may also be given by email to the email address as it appears on the books of the Association and shall be emailed not less than ten (10) days nor more than twenty (20) days prior to the date of the meeting.
- 5. Quorum. A quorum at any members meeting shall consist of persons entitled to cast at least fifty-one (51.0%) percent of the votes of the entire membership present in person or by proxy. The joinder of a member in the action of any meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
- 6. <u>Voting</u>. When a quorum is present at any meeting, the holders of at least fifty-one (51.0%) percent of the voting rights present or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Articles of Incorporation, the Condominium Declaration, or these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.
- Association shall be equal to one hundred (100). If a Unit is owned by more than one person, or is owned by a corporation or other entity or is under lease, one natural person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by all of the record owners of the Unit and filed with the Secretary of the Association. Any such certificate shall be valid until revoked, or until a change in the ownership of the Unit concerned occurs. A certificate designating the person entitled to cast the vote of a Unit may be revoked at any time by the person or persons who executed the same. Votes may be cast in person or by proxy. Proxies shall be in writing and may be made by any person entitled to vote. They shall be valid only for the time or for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting. Approval or disapproval of a Unit Owner upon any matter, provided for by law, or by the provisions of the Articles of Incorporation, the Condominium Declaration or these By-Laws, or otherwise, whether or not the subject of

an Association meeting, shall be by the same person or persons who would cast the vote of such Owner in an Association meeting.

- 8. Adjournments. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, in the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 5 of this Article, shall nevertheless constitute a quorum for the purpose of electing Directors.
- 9. <u>Order of Business</u>. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:
 - a. Election of chairman of the meeting;
 - b. Calling of the roll and certifying proxies;
 - c. Proof of notice of meeting or waiver of notice;
 - d. Reading and disposal of any unapproved minutes;
 - e. Reports of Officers;
 - f. Reports of committees;
 - g. Election of Directors (as necessary);
 - h. Unfinished business;
 - i. New business; and
 - j. Adjournment.
- Napoleon, LLC") shall have the right to name all directors and officers of the Association and to exercise all rights of members of the Association, and there shall be no meeting of members of the Association, unless a meeting is called by the Board of Directors. The first meeting of members shall be the annual meeting following the purchase of all 6 Units by a third party or a special meeting as called according to Section 3.
- 11. <u>Written Consents</u>. Whenever, by any provision of law, the Condominium Declaration, the Articles of Incorporation, or these By-Laws, the affirmative vote of members is required to authorize or constitute action by the Association on behalf of the

condominium regime, the consent in writing to such action, signed by all of the members having voting power in the particular question, shall be sufficient for the purpose, without necessity for a meeting of the members. The consent, together with a certificate by the Secretary of the Association to the effect that the subscribers to the consent constitute all of the members entitled to vote on the particular question, shall be filed with the records of the proceedings of the members.

ARTICLE III DIRECTORS

1. <u>Board of Directors</u>. The affairs of the Association shall be managed by a Board of Directors consisting of not less than two (2), nor more than four (4) directors who shall be elected from time to time by the members of the Association.

2. <u>Director's Meetings</u>.

- a. Regular or special meetings of the Board of Directors may be called and held at such time and place as shall be determined, from time to time, by 2 or more Directors. Notice of all meetings shall be given to each Director, personally or by mail, email, telephone, or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.
- b. Any Director may waive notice of a meeting in writing before, during, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Directors present at a meeting shall be presumed to have received due, or to have waived, notice thereof.
- c. A quorum at Directors' meetings shall consist of the Directors entitled to cast at least fifty-one (51.0%) percent of the entire Board. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum. The acts of the Board of Directors approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the acts of the Association, except as specifically otherwise provided by law or in the Condominium Declaration, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- d. Any action which may be taken at a meeting of the Board of Directors, may be taken by a consent in writing signed by all of the Directors and filed with the records of proceedings of the Board of Directors.

- e. Directors' fees, if any, shall be determined by the members of the Association.
- 3. <u>Powers of the Board</u>. All of the powers and duties of the Association existing under law and in accordance with the Condominium Declaration and other documents establishing the condominium regime shall be exercised by the Board of Directors, its agents, contractors or employees, subject, however, to the provisions of the Condominium Declaration and to the approval by Unit Owners as members of the Association when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors.

ARTICLE IV OFFICERS

- 1. <u>Election</u>. The executive officers of the Association shall be a President/Treasurer, who shall be a Director and a Secretary, who shall be a Director. All Officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the Directors at any meeting thereof. Any person may hold two offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other Officers (who need not be Directors or Unit Owners) and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.
- 2. <u>President/Treasurer</u>. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as he/she may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association, and to preside over the member meetings.

The Treasurer shall have custody of all property of the Association including funds, securities, and evidences of indebtedness, shall keep the assessment rolls and accounts of the members; keep the books of the Association in accordance with good accounting practice; and perform all other duties incident to the office of Treasurer.

3. <u>Secretary</u>. The Secretary shall keep the minute book wherein the resolutions of all proceedings of the Board of Directors and the members shall be recorded. He/she shall attend to the giving and serving of all notices to the members and the Board of Directors and other notices required by law. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Board of Directors or the President.

4. <u>Compensation</u>. The compensation of any employees or contractors of the Association, if any, shall be fixed by the Board of Directors. The Officers shall not receive compensation.

ARTICLE V ASSESSMENTS AND FISCAL MANAGEMENT

- 1. Preparation of Annual Budget, Initial Budget. On or before March 15 of each year, the Board of Directors shall prepare a budget (the "Annual Budget") based on an estimate of the total cost of insurance, wages, materials, services, and supplies and other Common Expenses, together with reasonable amounts considered by the Board of Directors to be necessary for any reserves which may be established. On or before March 1st of each year, the Board of Directors shall mail to each Unit Owner a copy of the proposed Annual Budget for the ensuing year together with a written statement of the annual or monthly assessments pertaining to the Unit, which assessments shall be fixed in accordance with the provisions of the Condominium Declaration. If the Annual Budget or proposed assessments are amended, a copy of the amended budget or statement of assessment shall be furnished each Unit Owner concerned. Until an Annual Budget is adopted by the Board of Directors as provided in Section 1 of this Article V, monthly assessments shall be paid on the basis of the Initial Budget prepared by the Developer and presented to each Unit Owner upon purchase of an interest in his Unit.
- 2. No Waiver. The failure or delay of the Board of Directors to prepare or to transmit to Unit Owners an Annual Budget or statement of assessments shall not constitute a waiver or release in any manner of the obligation of any Unit Owner to pay assessments against his Unit for which he/she is obligated, whenever the same shall be determined. In the absence of an Annual Budget or statement of assessments, each Unit Owner shall continue to pay then existing monthly installments against the assessments established for the previous period until changed by delivery of a revised statement of assessments.
- 3. <u>Additional Assessments</u>. In the event that the Annual Budget and the assessments made pursuant thereto prove to be insufficient for any reason, including nonpayment of any assessment, the Annual Budget and assessments therefor may be amended at any time by the Board of Directors and supplemental or additional assessments made. Notice of such amended budget and assessments shall be given as provided in Section 1 of this Article V.
- 4. <u>Budget Items</u>. The Annual Budget shall have separate divisions for the various categories of Common Expenses and may include allocations for (and the funds and expenditures of the Association may be credited and charged to) accounts under the following classifications, as shall be appropriate, all of which expenditures shall be Common Expenses:

- a. <u>Current Expenses</u>, including all funds to be used and expenditures to be made within the year for which the funds are budgeted to pay current Common Expenses for the maintenance and management of the condominium regime, including reasonable amounts for contingencies related to such expenses.
- b. <u>Reserve for Deferred Maintenance</u>, including funds for maintenance items which occur less frequently than annually.
- c. <u>Reserve for Obsolescence and Replacements</u>, including funds for repairs or replacements to the Condominium Property required because of uninsured casualty, damage, depreciation or obsolescence.
- d. Reserve for Alterations and Improvements, including funds for such alterations or improvements to the Common Elements which may have been authorized in accordance with any Condominium Declaration and for any additional movable property needed in the management and operation of the condominium regime and which will become part of the Common Elements.
- e. <u>Reserve for Bad Debts</u>, including funds to offset reasonably anticipated defaults in payments of assessments and other obligations due the Association.
- **f.** <u>Working Capital</u>, including funds necessary to provide sufficient cash to the Association to pay current obligations as they become due.

The Board of Directors, in its absolute discretion, may establish from time to time such other accounts or budget classifications as it may deem appropriate for the proper administration of the condominium regime.

5. Emergency Expenditures. Extraordinary or emergency expenditures not originally included in the Annual Budget but which may become necessary shall be first charged against any appropriate reserves available for such contingencies, and, to the extent such reserves are unavailable or inadequate, the Board of Directors may levy additional assessments against any or all Unit Owners. In the event that such additional assessments would result in Unit Owners as a group having to pay an amount for the current year in excess of one hundred fifty (150%) of the amount of assessments paid for the previous year, then any such additional assessments shall be made only upon written notice to and approval of Unit Owners affected and entitled to cast at least fifty-one (51.0%) percent of the votes of members in the Association and shall be due in such installments and at such times as may be specified in the notice of such assessment. Other assessments which the Board of Directors may levy against Unit and Unit Owners shall be made, apportioned, and collected in the manner set forth in those provisions of the Condominium Documents or law authorizing the same or in the action of the Board of

Directors in making the assessment, and, in lieu thereof, in the same manner as provided in Section 1 of this Article.

- 6. <u>Additional Revenues</u>. All net revenues received by the Association in the preceding year from operation of revenue producing activities on the Condominium Property shall be included in Common Surplus as provided in Section 7 of this Article V and applied as provided therein.
- 7. Accounting. On or before the date of the annual members meeting of each year, the Board of Directors shall provide each Unit Owner with a copy of an itemized accounting of the Common Expenses actually incurred and paid for the preceding year, together with a tabulation of all amounts collected pursuant to assessments levied and other revenues of the Association, if any, and showing the net amount over or short of actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be Common Surplus and shall be apportioned among the Unit Owners as provided in the Condominium Declaration and credited to each Unit Owner's next installment payable for assessments for the current year, until exhausted or shall be placed in the reserves for deferred maintenance, at the discretion of the Board. Any net shortage shall be accounted for in the Annual Budget for the current year or charged to each Owner as an immediately payable additional assessment for the current year.
- 8. <u>Books and Records</u>. The Treasurer shall keep full and correct books of account, including itemized records of all receipts and expenditures, and the same shall be open for inspection by any Unit Owner, any representative of a Unit Owner duly authorized in writing, or the mortgagee of any Unit at such reasonable time or times during normal business hours as may be requested by the Unit Owner or his representative or mortgagee. The Treasurer shall also maintain a separate account for each Unit which shall be kept current at all times and which shall show: (i) the name and address of the Unit Owner or Owners and the mortgagee(s) of the Unit, if any, (ii) the amount and due date of all assessments pertaining to the Unit, (iii) all amounts paid on account, and (iv) any balance due. Upon written request of a Unit Owner or his mortgagee, the Treasurer shall promptly furnish a certificate or statement of account setting forth the amount of any unpaid assessments or other charges due and owing by such Unit Owner.
- 9. <u>Payment of Assessments</u>. All installments on assessments shall be payable to the order of CYPRÈS CONDOMINIUM OWNERS ASSOCIATION, INC. and shall be paid at the principal office of the Association, or to such other person or entity and at such other place as the Board of Directors may from time to time designate.
- 10. <u>Delinquent Assessments and Liens</u>. Any installment on any assessment for Common Expenses not paid within ten (10) days after the date when due shall be delinquent as of the eleventh day after the date due. Not later than twenty-one (21) days

after any such assessment becomes delinquent, the Association shall serve upon the Unit Owner liable for any such delinquent installment a sworn detailed statement of the Association's claim for any or all delinquent installments on assessments for Common Expenses together with (a) ten (10%) percent late fee, (b) interest at the rate of one (1%) percent per month from due date until paid, (c) all collection and court costs (not less then \$25), and (d) reasonable attorneys' fees. Such statement shall be executed by the Treasurer or Secretary of the Association and shall be duly acknowledged and sworn to before a Notary Public and shall either be personally delivered or sent by certified mail, registered or return receipt requested, to the responsible Unit Owner. Any payments upon account shall be first applied to interest and then to the Assessment payment first due. Failure to pay any monthly installment of any Assessment shall, at the option of the Association, mature the entire annual Assessment for Common Expenses and the same shall be due and payable immediately upon written notice to the Unit Owner. In the event that payment is not forthcoming, an officer of the Association shall take necessary measures to file in the records of the mortgage office for the Parish of Orleans, an affidavit claiming a privilege and lien on behalf of the Association against the defaulting Owner's interest in the Unit and Condominium Parcel liable for such assessment. The affidavit may be signed and verified by any Director or Officer of the Association, and shall include (i) a description of the Condominium Parcel by reference to the Condominium Declaration, the Unit designation and any other information necessary for proper identification, (ii) the name of the Unit Owner, whose interest in the Unit is subject to the lien and privilege and the names of all record owners of the Unit, (iii) the amount of all delinquent installments, payments or assessments for Common Expenses, and (iv) the date on which the said installments or payments became delinquent. Any such lien shall be subject and subordinate to any previously recorded Mortgage or other lien affecting the Unit. The Unit Owner agrees to pay reasonable attorney's fees and costs actually incurred by the Association, in connection with the collection of any Assessments.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors may take necessary measures to have filed on behalf of the Association a suit on such claim and to foreclose on the interest of the defaulting Owner in his Unit and Condominium Parcel in a civil action in a court of competent jurisdiction in Orleans Parish. Any such suit may claim all past due amounts plus late fees, interest, the cost and collection of the suit, and reasonable attorney's fees.

In addition to the remedies provided above, the Association may deny use of the Common Elements and the right to vote as a member of the Association to any Unit Owner who is in default in payment of any assessment or installment on assessment for Common Expenses, until such past due amounts and all penalties and interest with respect thereto are paid in full.

11. <u>Notices to Mortgagees</u>. Any Unit Owner who mortgages his Unit shall notify the Secretary of the name and address of his mortgagee. The Secretary shall maintain such information in a special book or file. Whenever so requested in writing, the

Treasurer will promptly report to a mortgagee of a Unit any unpaid assessments or other default by the Owner of such Unit. A copy of any notice of default sent by the Association to a Unit Owner shall also be sent to the mortgagee of the Unit whose name and address has theretofore been furnished the Association.

- 12. Deposit of Funds. The depository of the funds of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts to pay for Common Expenses as outlined in the Initial Budget or the Annual Budget shall be only by checks signed by two (2) members of the Board of Directors and as are authorized by resolutions of the Board of Directors. All funds collected by the Association from assessments may be commingled in a single fund; but they shall be held for the Unit Owners in the respective shares in which they are paid and credited to accounts from which shall be paid the expenses for which the respective assessments were made.
- 13. <u>Bonds</u>. Fidelity bonds or insurance may be required by the Board of Directors from all Officers and employees of the Association or of other agents or contractors handling or responsible for the Association's funds. The amount of such bonds may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association and may be a part of the Common Expenses.
- 14. <u>Recordation and Filing Fees</u>. Filing fees associated with a required recordation that benefits the Association shall be paid by the Association. Filing fees associated with a recordation, required or otherwise, that benefits one Unit and/or Unit Owner shall be paid by that Unit Owner.
- 15. <u>Bank Accounts</u>. Separate bank accounts shall be maintained for operating funds/Common Expenses and reserve funds. As Assessments are received, funds shall be deposited in the proper bank account and the two shall not be commingled.

ARTICLE VI RULES AND REGULATIONS

1. Adoption. The Board of Directors may in its discretion, and shall at the direction of members holding fifty-one (51.0%) percent of the total votes of the Association, adopt or amend reasonable rules and regulations concerning the details of operation and use of the Condominium Property, including maintenance, conservation, and beautification of the Condominium and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Units. The Association shall have the authority to deny use, occupancy, and possession of any of the Common Elements to any Unit Owner or Occupant while they are in violation of such Rules and Regulations. Subject to notice and opportunity for hearing the Board may impose reasonable fines for violations of the Rules and Regulations.

- 2. <u>Notice</u>. Written notice of the adoption or amendment of such rules and regulations and a copy thereof shall be furnished to each Unit Owner and Occupant prior to their effective date, and a copy of the current rules and regulations applicable to the Condominium shall be maintained at all times in the records of the Association and a copy shall be filed in the Conveyance Records of Orleans Parish, Louisiana as an amendment to the Condominium Declaration.
- 3. <u>Initial Rules and Regulations</u>. The initial Rules and Regulations of the Association, which shall be effective until amended by the Board of Directors as provided in Section 1 of this Article, shall be provided by the Developer to all prospective Unit Owners.

ARTICLE VII INDEMNIFICATION

General. The Association shall indemnify and hold harmless each of its Directors and Officers and the Board of Directors, the Developer, and the Declarant against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, Board, Officers, the Developer, or the Declarant, on behalf of the Unit Owners, or arising out of their status as Directors, Board, Officers, the Developer, or the Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. Such indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other in which any such indemnified party may be involved by virtue of such party being or having been a Director, Officer, Board Member, the Developer, or the Declarant; provided, however, that such indemnity shall not be operative with respect to any matter as to which such persons shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or fraud in the performance of his duties as a Director, Officer, Board Member, the Developer, or Declarant. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in any specific case, upon receipt of an undertaking by or on behalf of the indemnified party in advance to repay such amount unless it shall be ultimately determined that the indemnified party is entitled to be indemnified by the Association as authorized herein. The Association and its Board of Directors shall have power and responsibility to raise, by special assessment or otherwise, any sums required to discharge its obligation under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the indemnified parties shall be limited to such Unit Owners' percentage of liability for the Common Expenses.

- 2. A Representative Capacity. Any agreement made by the Directors, Board of Directors, Officers, the Developer, or the Declarant, on behalf of the Unit Owners and Association may provide that the parties making such agreement are acting only as the agent for the Unit Owners and the Association and shall have no personal liability thereunder (except as Unit Owners, if applicable), and that each Unit Owners' liability thereunder shall be limited to such Unit Owners' share of liability for the Common Expenses.
- 3. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in an official capacity or as to action in another capacity. Such right to indemnification shall continue as to any person or entity who has ceased to be a member of a class specified hereunder entitled to indemnification and shall inure to the benefits of the heirs, executors, administrators, personal representatives, successors, and assigns of such person or entity.

ARTICLE VIII NOTICES

- 1. <u>Delivery</u>. Any notice required by the Condominium Documents or By-Laws to be given in writing by any Unit Owner to another Unit Owner or the Association or its Board of Directors or by the Association or its Board of Directors to any Unit Owner, Association member, or other person or entity shall be deemed sufficient if delivered personally or deposited in the United States Mail, registered or certified, addressed to the registered office of the Association, as filed with the Louisiana Secretary of State, and to the last address of such Unit Owner, Association member, or other person appearing in the records of the Association.
- 2. <u>Waiver</u>. A written waiver of any required notice, executed by the person or persons entitled to such notice, whether executed before or after the required time for the notice, shall be deemed equivalent to the required notice.

ARTICLE IX PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Condominium Declaration, the Articles of Incorporation, or these By-Laws or with the laws of the State of Louisiana.

ARTICLE X AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

- 1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 2. A resolution adopting a proposed amendment must receive approval by a vote of at least fifty-one (51.0%) percent of the voting power of the entire membership. Members not present at the meetings considering the amendment may express their approval in writing thereafter. Until the first election of Directors by the members at an annual or special meeting, By-Laws may be approved by the unanimous vote of the Directors.
- 3. An amendment may be proposed by either the Board of Directors or by any Unit Owner.
- 4. An amendment when adopted as set forth in Section 2 of this Article above shall become effective only after a copy of the same, certified by the President and Secretary as having been duly adopted, is recorded in the conveyance records of Orleans Parish, Louisiana in the same manner as recordation of the original Condominium Declaration to which the original By-Laws are annexed as an exhibit.
- 5. These By-Laws shall be interpreted and amended, if necessary, so as to make the same consistent with the provisions of the Condominium Declaration and the requirements of law.
- 6. No amendment shall discriminate against any Unit Owner (including the Developer) or against any Unit or class or group of Units unless the Unit Owners so affected shall consent.

The foregoing were adopted as the BY-LAWS OF CYPRÈS CONDOMINIUM OWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Louisiana, at the first meeting of the Board of Directors.

Dated this ____ day of _

.2019 ر

SECRETARY

PRESIDENT

#1101A

A CERTAIN PORTION OF GROUND SITUATED IN THE 6^{TH} DISTRICT OF THE CITY OF NEW ORLEANS, STATE OF LOUISIANA, IN SQUARE NUMBER 289, BOULIGNY, BOUNDED BY NAPOLEON AVENUE, COLISEUM, CHESTNUT, AND GENERAL PERSHING STREETS, AND BEING DESIGNATED AS UNIT #1101A ON A CONDIMINIUM SURVEY OF LOTS 1 AND 2 OF SQUARE 289 BY DADING, MARQUES, AND ASSOCIATES DATED JUNE 20, 2019 AND CONSISTING OF FLOORS ONE AND TWO AS SHOWN ON SAID SURVEY FOR A TOTAL SQUARE FEET OF 947.49.

CODY A. DIMARCO
P.L.S., L.A., ST. REG. NO. 5069



#1101B

A CERTAIN PORTION OF GROUND SITUATED IN THE 6TH DISTRICT OF THE CITY OF NEW ORLEANS, STATE OF LOUISIANA, IN SQUARE NUMBER 289, BOULIGNY, BOUNDED BY NAPOLEON AVENUE, COLISEUM, CHESTNUT, AND GENERAL PERSHING STREETS, AND BEING DESIGNATED AS UNIT #1101B ON A CONDIMINIUM SURVEY OF LOTS 1 AND 2 OF SQUARE 289 BY DADING, MARQUES, AND ASSOCIATES DATED JUNE 20, 2019 AND CONSISTING OF FLOORS ONE AND TWO AS SHOWN ON SAID SURVEY FOR A TOTAL SQUARE FEET OF 932.68.

CØDY A. DIMARCO

F.L.S., L.A., ST. REG. NO. 5069

#1101C

A CERTAIN PORTION OF GROUND SITUATED IN THE 6TH DISTRICT OF THE CITY OF NEW ORLEANS, STATE OF LOUISIANA, IN SQUARE NUMBER 289, BOULIGNY, BOUNDED BY NAPOLEON AVENUE, COLISEUM, CHESTNUT, AND GENERAL PERSHING STREETS, AND BEING DESIGNATED AS UNIT #1101C ON A CONDIMINIUM SURVEY OF LOTS 1 AND 2 OF SQUARE 289 BY DADING, MARQUES, AND ASSOCIATES DATED JUNE 20, 2019 AND CONSISTING OF FLOORS ONE, TWO, AND THREE AS SHOWN ON SAID SURVEY FOR A TOTAL SQUARE FEET OF 1,111.98.

CODY A. DIMARCO L.L.S., L.A., ST. REG. NO. 5069



#1101D

A CERTAIN PORTION OF GROUND SITUATED IN THE 6^{TH} DISTRICT OF THE CITY OF NEW ORLEANS, STATE OF LOUISIANA, IN SQUARE NUMBER 289, BOULIGNY, BOUNDED BY NAPOLEON AVENUE, COLISEUM, CHESTNUT, AND GENERAL PERSHING STREETS, AND BEING DESIGNATED AS UNIT #1101D ON A CONDIMINIUM SURVEY OF LOTS 1 AND 2 OF SQUARE 289 BY DADING, MARQUES, AND ASSOCIATES DATED JUNE 20, 2019 AND CONSISTING OF FLOORS ONE, TWO, AND THREE AS SHOWN ON SAID SURVEY FOR A TOTAL SQUARE FEET OF 1,241.52.

ODY A. DIMARCO P.L.S., L.A., ST. REG. NO. 5069



#1101E

A CERTAIN PORTION OF GROUND SITUATED IN THE 6^{TH} DISTRICT OF THE CITY OF NEW ORLEANS, STATE OF LOUISIANA, IN SQUARE NUMBER 289, BOULIGNY, BOUNDED BY NAPOLEON AVENUE, COLISEUM, CHESTNUT, AND GENERAL PERSHING STREETS, AND BEING DESIGNATED AS UNIT #1101E ON A CONDIMINIUM SURVEY OF LOTS 1 AND 2 OF SQUARE 289 BY DADING, MARQUES, AND ASSOCIATES DATED JUNE 20, 2019 AND CONSISTING OF FLOORS ONE AND TWO AS SHOWN ON SAID SURVEY FOR A TOTAL SQUARE FEET OF 949.40.

ZODY A. DIMARCO P.L.S., L.A., ST. REG. NO. 5069



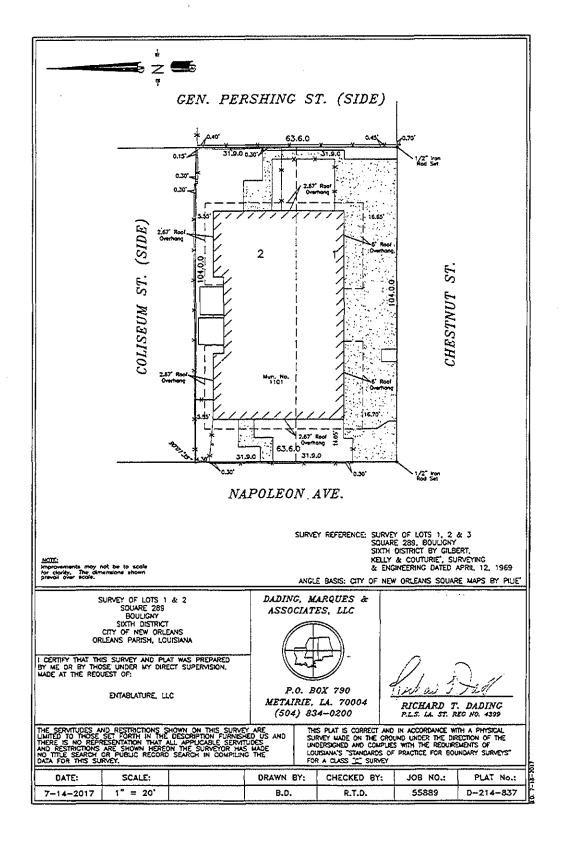
#1101F

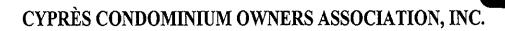
A CERTAIN PORTION OF GROUND SITUATED IN THE 6^{TH} DISTRICT OF THE CITY OF NEW ORLEANS, STATE OF LOUISIANA, IN SQUARE NUMBER 289, BOULIGNY, BOUNDED BY NAPOLEON AVENUE, COLISEUM, CHESTNUT, AND GENERAL PERSHING STREETS, AND BEING DESIGNATED AS UNIT #1101F ON A CONDIMINIUM SURVEY OF LOTS 1 AND 2 OF SQUARE 289 BY DADING, MARQUES, AND ASSOCIATES DATED JUNE 20, 2019 AND CONSISTING OF FLOORS ONE AND TWO AS SHOWN ON SAID SURVEY FOR A TOTAL SQUARE FEET OF 890.46.

CODY A. DIMARCO P.I.S., L.A., ST. REG. NO. 5069



Oversized Map Place Holder





Unit Designation, Unit Owners Common Element Percentage of Ownership, Share of Common Expenses, Voting Rights, and Initial Monthly Condominium Association
Assessment

Unit Designation	Unit Square Feet	Percent Ownership of Common Elements / Share of Common Expenses & Surplus	Voting Rights	Annual Assessment	Monthly Assessment
A	947	15.90%	16	\$3,617.57	\$301.46
В	932	15.66%	15	\$3,562.96	\$296.91
С	1,111	18.67%	19	\$4,247.80	\$353.98
D	1,124	18.88%	19	\$4,295.58	\$357.97
Е	949	15.94%	16	\$3,626.67	\$302.22
F	890	14.95%	15	\$3,401.42	\$283.45
TOTAL	5,5956	100%	100 Votes	\$22,752	\$1,896

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CYPRÈS CONDOS INITIAL OPERATING BUDGET

	M	onthly	Annual
ADMINISTRATIVE			
General Office and Filing Fees	\$	25.00	\$ 300.00
TOTAL			\$ 300.00
INSURANCE			
Insurance		900.00	\$ 10,800.00
TOTAL			\$ 10,800.00
MAINTENANCE			
General Maintenance	\$	150.00	\$ 1,800.00
TOTAL			\$ 1,800.00
CONTRACT SERVICES			
Termite Liquid & Bait	\$	150.00	\$ 1,800.00
Landscaping	\$	150.00	\$ 1,800.00
TOTAL			\$ 3,600.00
TRASH			
PRIVATE GARBAGE COLLECTI	N \$	180.00	\$ 2,160.00
TOTAL			\$ 2,160.00
RESERVES FOR	<u> </u>		
REPAIRS AND REPLACEMEN	5		
Reserves	\$	341.00	\$ 4,092.00
TOTAL			\$ 4,092.00
GRANID HOUAL	S	\$T896000	\$ 2275200

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RULES AND REGULATIONS OF CYPRÈS CONDOMINIUM OWNERS ASSOCIATION, INC.

- 1. <u>Use</u>. The Units shall be used for single-family residences only, except that home offices as permitted to be maintained in a residential building by the City of New Orleans Comprehensive Zoning Ordinances, may be included in the permitted portion of a Unit.
- 2. <u>Signage</u>. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or Occupant on any part of the exterior of the Building or Common Elements nor may any Unit Owner or Occupant paint any exterior portion of the Building or Common Elements without the prior written consent of the Association. Notwithstanding the foregoing, a Unit Owner may place signage in the Common Elements or Limited Common Elements in connection with the sale or rental of a Unit. Notwithstanding the foregoing, the Developer or its agents may place such signs and other advertising devices as it may deem necessary on Units and on any part of the Common Elements or Limited Common Elements, in connection with the construction and sale or rental of the Units.
- 3. <u>Windows/Projections</u>. No awnings, blinds, shades, shutters, screens, television or radio antennas, or other projections shall be attached by Unit Owners or Occupants to the outside walls or roofs of the Building without the prior written consent of the Association. All interior awnings, blinds, shades, shutters, or screens shall have a lining in or be of a neutral light color (white, beige, sand, etc.) so that these window treatments do not detract from the overall appearance of the façade.
- 4. Access to Units. The Association or Manager or other person authorized by the Board of Directors, and their employees, agents and contractors, shall have the right of access to each Unit, only to correct any condition originating in a Unit and threatening damage to other Unit or the Common Elements, or to install, alter, replace or repair any portion of the Common Elements accessible from such Unit. Request for such entry shall be made at least three (3) days in advance and shall be scheduled for a time reasonably convenient to the Unit Owner or Occupant. In the case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner or Occupant is present. The Board of Directors or Manager, or agents thereof shall take reasonable precautions to protect the Units and their contents from theft or other loss or damage incident to such right of entry.

If entry is required in an emergency and a key or pass code for entry has not been furnished to management, the Association or Manager (with authorization from an officer of the Board) may forcibly enter the Unit without liability for damages or trespass, provided that reasonable care is exercised.

5. <u>Waste</u>. No portion of the Common Elements or Limited Common Elements shall be used or maintained as a dumping ground or storage area for trash or rubbish. Trash, garbage or other waste shall not be kept on any part of the Common Elements except in sanitary containers contained in the Limited Common Elements of each respective Unit or placed in designated trash containers, and no trash, garbage or other waste shall be incinerated on any part of the Condominium Property.

- 6. <u>Original Sales</u>. Until all of the Units are sold, the Developer shall have the right to use any unsold Unit or Units as models for sales or display purposes and to maintain on the Condominium Property all models, sales offices, advertising signs or banners and lighting in connection therewith.
- 7. Owner Complaints. Complaints regarding the service and maintenance of those portions of the Common Elements or complaints regarding a violation of these Rules and Regulations shall be made in writing (which may include email) to the Manager or the Board of Directors of the Association.
- 8. <u>Insurance</u>. Nothing shall be done or kept in any Unit, Limited Common Element or on the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, Limited Common Element or in the Common Elements which might result in cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.
- 9. Animals. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets weighing eighty (80) pounds or less, not to exceed two (2) per Unit without the approval of the Board, may be kept in the Units, subject to any rules and regulations which may be adopted by the Board; provided that such pets are not kept, bred or maintained for any commercial purpose; and provided further that, any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium Property upon seven (7) days written notice from the Board. If a household cat is permitted by its Owner to be outdoors, it shall be neutered or spayed.
- 10. <u>Nuisance</u>. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.
- 11. <u>Alterations</u>. No Common Elements (including the roof, decks, and front porches) shall be altered without the authorization of the Board. Nothing shall be done in, on or to any Unit, Limited Common Element or Common Elements that would impair the structural integrity of the Building, or of any other Unit, except as may be specifically authorized in advance, in writing by the Board. No Unit Owner shall make any structural addition, alteration or improvement to his Unit, including, but not limited to, alterations to the interior partitions to the Unit without the prior written consent of the Board of Directors.
- 12. <u>Antennas/Satellites</u>. No antennas, satellite disks, or other exterior devices shall be permitted to be installed on any part of the exterior of the Building or Common Elements.
- 13. <u>Slate Roof.</u> The roof on the Condominium Property is made of slate and therefore requires particular care. For this reason, Owners are strictly prohibited from attaching anything to or from the roof in any manner whatsoever (string lights, flags, antennas, etc.). Any damage caused by such attachment or similar modification shall be paid for by the Owner that causes said

damage.

- 14. Parking. There is no warranty as to the fitness of the parking spaces on site. It is believed these are legal, non-conforming off-street parking spaces (i.e. grandfathered parking spaces). For this reason, Unit Owners or Occupants (tenants) are permitted to park on this portion of the Common Elements, with one car per Unit and as available at any given time. The Association will give Each Unit one hangtag to ensure this rule. The Association is permitted to tow any vehicle in violation of this rule, at the vehicle owner's expense.
- 15. <u>Landscaping</u>. Unit Owners shall be responsible for maintaining all landscaping within their Unit's Limited Common Elements (i.e. courtyards). Landscaping shall be maintained in a healthy manner with proper watering, trimming, pruning, and planting that maintains the visual appeal of the Property overall. Unit Owners are responsible for replacing dead plants of the same species and size within their Unit's Limited Common Elements. If a Unit Owner fails to maintain the landscaping in a timely fashion, the Association has the right to have work done at the expense of the Unit Owner. Should a Unit Owner desire to substantially change the landscaping in their courtyard, they shall seek the approval of the proposed changes from Association.
- 16. <u>City Laws</u>. In addition to the above rules and restrictions, all Owners shall be subject to applicable City laws, ordinances and the regulations of the City of New Orleans and its agencies with respect to use of the Units and the Building.
- 17. <u>Applicability and Amendments</u>. These Rules and Regulations shall be applicable to and binding upon all Unit Owners or Occupants and their respective families, employees, guests or others who might use a Unit. Pursuant to the "Bylaws of Cyprès Condominium Owners Association, Inc.", the Board may amend these Rules and Regulations within its sole discretion.

18. <u>Definitions</u>. The Definitions within the "Condominium Declaration" shall apply to these Rules and Regulations.

Secretary of Cyprès Condominium

Owners Association, Inc.

1340 Poydras Street, 4th Floor New Orleans, Louisiana 70112



Land Records Division Telephone (504) 407-0005

Chelsey Richard Napoleon Clerk of Court and Ex-Officio Recorder

Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2019-29198

Recording Date: 7/30/2019 10:08:54 AM

Document Type: CONDO DECLARATION

Addtl Titles Doc Types:

Conveyance Instrument Number: 660541

Filed by: 1101 NAPOLEON, LLC 800 BARONNE STREET

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.

Rachel Davis, Deputy Clerk
A True and Correct Copy

Chelsey Richard Napoleon, Clerk, Civil District Court



Land Records Division Telephone (504) 407-0005

Chelsey Richard Napoleon

Clerk of Court and Ex-Officio Recorder Parish of Orleans

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